# BENGALURU METROPOLITAN TRANSPORT CORPORATION

## INVITES

## TENDERS

## FOR

## SELECTION OF LICENSEE FOR OPERATION & MAINTENANCE OF TOILET COMPLEXES AT KALASIPALYA BUS STATION, BENGALURU

**CHIEF TRAFFIC MANAGER (COM),**
**BMTC, K H Road, Shanthinagar, Bengaluru – 560 027**
Telephone No: 080-22537575
e-mail: ctmc@mybmtc.com  Web-site: https://mybmtc.karnataka.gov.in

**NOTICE INVITING TENDER (NIT)**

**FOR**

**SELECTION OF LICENSEE FOR OPERATION & MAINTENANCE OF TOILET COMPLEXES AT KALASIPALYA BUS STATION, BENGALURU**

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in )

**Tender Reference No: 05/2024-25** **Dated: 11.07.2024**

| | |
|---|---|
| Date and time of and availability of Tender Document | From 11.07.2024 to 26.07.2024 upto 17:00 Hrs to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in |
| Date and time of visit to place of Service | On working days between 10:00 to 17:00 Hrs |
| Pre-Bid meeting date, time and place | On 19.07.2024 at 11:00 Hrs<br>Mini Meeting Hall, 4th Floor, Central Office<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru – 560027. |
| Last date for submission of online Tenders on Karnataka Public Procurement Portal | On 26.07.2024 upto 17:00 Hrs |
| Date and Time for opening of Technical Tender on the Karnataka Public Procurement Portal | On 29.07.2024 at 11.30 Hrs |
| Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal | To be intimated later |
| Validity of Tenders | 180 days from the last date for submission of Tenders |
| Period for License | 36 (thirty six) months |
| Address for Communications | Chief Traffic Manager (Com),<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru - 560027. |
| Earnest Money Deposit (EMD) Amount | INR.1,00,000 (Rupees One Lakh only) is payable as provided in ITT Clause 13 |

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## SECTION I: INVITATION FOR TENDERS (IFT)

**Tender Reference No: 05/2024-25**
**Dated: 11.07.2024**

1. Chief Traffic Manager (Com) on behalf of Bengaluru Metropolitan Transport Corporation (BMTC) (referred to as the "**Licensor**") invites Tenders through Karnataka Public Procurement Portal from eligible Tenderer(s) towards undertaking the Operations and Maintenance of toilet complexes at BMTC Bus Terminal area of Kalasipalya Bus Station, Bengaluru as detailed in **Schedule A** (hereinafter referred to as "the **Services**"). The term Tenderer(s) used herein would apply to both a Single Business Entity and a Consortium. The Tenderer(s) are advised to go through the same.

2. The Selected Tenderer shall be required to operate and maintain the toilet complexes by collecting user Fee from the commuters/ users subject to condition that there will not be any changes in user charges for the period of License. The Selected Tenderer shall deploy the required manpower as detailed in the Scope of Services and shall be responsible for paying the wages to such engaged manpower as per the Minimum Wages notified by Labour Department, Government of Karnataka from time to time.

3. The Period of License shall be 36 (thirty six) months.

4. The Tender documents may be downloaded from the Karnataka Public Procurement Portal (https://www.kppp.karnataka.gov.in) at free of cost from the date and time specified in NIT till the last date and time or extended date and time for submission of Tenders. The Tenderer(s) shall go through the Tender document for details before submission of their Tender.

5. The Tenderer(s) have to deposit an Earnest Money Deposit amount through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.

6. Tenders must be submitted through Karnataka Public Procurement Portal within the last date and time for submission of Tenders as specified in NIT. The Tenderer(s) are required to submit Technical and Financial Tender on the Karnataka Public Procurement Portal. No physical submission of Tender will be accepted.

7. The Tenderer quoting the highest License Fee per month will be declared as selected Tenderer for the Services in accordance with the procedures described in this Tender Document.

8. All notifications, changes and amendments to the Tender Document will be posted only on the Karnataka Public Procurement Portal, which shall form part of the Original Tender Document.

9. Other details can be seen in the Tender documents.

10. For any additional information or clarification regarding the Tender, the interested Tenderer, may contact office of the undersigned at the address provided in NIT on all working days during office hours.

11. The Licensor reserves the right to accept, reject or cancel any or all the Tenders or to abandon the procurement process without assigning any reasons thereof.

**Sd/-**
**The Chief Traffic Manager (Com),**
**Bengaluru Metropolitan Transport Corporation**
**K H Road, Shanthinagar, Bengaluru – 560027**
**e-mail: ctmc@mybmtc.com**
**Telephone: 080-22537575**

## SECTION II: INSTRUCTIONS TO TENDERER (ITT)

### A. Introduction

### 1. Scope of Tender

1.1 The Licensor invites Tenders from eligible Tenderer(s) for Operations and Maintenance of Toilet Complex-1 and Toilet Complex-2 at Kalasipalya Bus Station, Bengaluru as detailed in **Schedule A.**

1.2 Broadly the project includes engaging the requisite manpower, operating and maintaining the toilet complexes and collection of user Fee from commuters/users of the BMTC Bus Terminal area at Kalasipalya Bus Station in Bengaluru.

1.3 The Tenderer(s) shall pay the Licensor a License Fee during the Period of License. The License Fee quoted by the Tenderer shall constitute the sole criteria for evaluation of Financial Tenders. Tenderer quoting the Highest License Fee shall be declared as the Successful Tenderer (the "**Successful Tenderer**").

1.4 The Tenderer(s) are required to submit an undertaking in the format specified at **Tech Form- 7.**

### 2. One Tender Per Tenderer

2.1 No Tenderer shall submit more than one Tender (comprising Technical Tender and Financial Tender) for the Project. A Tenderer applying individually or as a member of a Consortium shall not be entitled to submit another Tender either individually or as a member of any Consortium, as the case may be. Any Tenderer, who submits more than one Tender, will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

2.2 All Tenderer(s) are required to register in Karnataka Public Procurement Portal. The Tenderer, who submits their Tender for this Services, accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/ Appendices of this Tender.

### 3. Visit of Place of Service

The Tenderer(s) at their own responsibility and risk are encouraged to visit and examine the places of service and its surroundings to satisfy themselves of the existing

facilities and obtain all information that may be necessary for preparing the Tender. The cost of visit of place of Service shall be at the Tenderer's own expense.

## 4. Eligible Tenderer

4.1 For determining the eligibility of Tenderer(s), the following conditions are required to be satisfied:

a. The Tenderer(s) should not have been blacklisted or be under order of debarment from participating in a Tender as on the Notice Inviting Tender.

b. Tenderers' contracts (each consortium member's contracts, in case of Consortium) should not have been terminated during the last 2 (two) years as on the Last Date of submission of proposals for this Tender (Refer to IFT) due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer.

c. Tenderer(s) must not be insolvent, in receivership, bankrupt, are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons.

4.2 The Tenderer(s) should meet the following eligibility criteria (the "**Eligibility Criteria**").

i. The Tenderer(s) shall either be a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm, or a Society which is registered under the relevant statutory law. The term Tenderer(s) used herein would apply to both a Single Business Entity and a Consortium.

ii. The number of single business entities forming a Consortium to apply for this Tender shall be limited to 2 (two). However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Tenderer.

iii. The Tenderer(s) should have a Registered Office in Karnataka. If incorporated elsewhere, should have a branch office in Karnataka and the personnel proposed to be deployed for the services should be conversant in Kannada language. The Tenderer must hold a valid registration/license from relevant authorities for operating in Karnataka.

iv. The Tenderer(s) should have the following registrations:
   a. Registration with the Department of Labour.
   b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
   c. Registration under Employees State Insurance Act, 1948.
   d. Registration under the Goods and Service Tax (GST)
   e. Registration under Professional Tax.
   f. Registration under Shops and establishments Act, 1961.

g. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
And any other relevant registration applicable as per law.

v. The Tenderer(s) should hold a valid license issued by the Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.

vi. The Tenderer(s) should not have any outstanding recoveries with respect to statutory payments such as contributions to ESIC, EPFO, GST, Income tax, etc.

vii. In case the Tenderer is a Consortium, Members of the Consortium shall nominate one member who represents the Consortium as the Lead Member (the **"Lead Member"**). The other member of the Consortium shall be termed as (the **"Other Member"**). The combined experience of both members of the Consortium shall be considered for evaluation of the Technical Capacity. However, only the Lead Member should meet the Financial Capacity for purposes of qualification.

viii. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium and this authorization shall be evidenced by a Power of Attorney to be provided by the Other Member to the Lead Member.

ix. All members of the Consortium shall be jointly and severally liable during the tendering process and for execution of the Project in accordance with the License Agreement. A statement to this effect shall be included in the letter of Consortium to be submitted as per the format provided along with **Tech Form - 1.**

## 5. Qualification Criteria

5.1 The Tenderer(s) should establish their competence and capacity based on the following qualification criteria (the "**Qualification Criteria**"). The qualification information shall be provided in the format prescribed in **Tech Form- 3 and Tech Fo**

### A. Technical Capacity

The Tenderer(s) should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer(s) should have successfully carried out operations and maintenance of toilets at public places such as bus stations, railway stations, places of public gathering, municipality toilet complexes etc. during any 2 (Two) year out of the last 5 (Five) completed Financial Years. (i.e., Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) preceding the Last Date for submission of Tenders.

### B. Financial Capacity

The Tenderer(s) should have the following financial capacity (the "**Financial Capacity**").

The Tenderer(s) should have minimum Average Annual Turnover of INR.50,00,000 (Rupees Fifty lakhs only) in any 2 (Two) years out of the last 5 (Five) completed financial years preceding the last date for submission of tenders (i.e. Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24).

**Note:**

1. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Tenderer would not be considered for evaluation.
2. The Tenderer(s) should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years in the prescribed format at **Tech Form- 4**.

5.2 The Tenderer(s) should fulfil all the criteria detailed in this Clause to qualify in the Technical Tender. If a Tenderer does not fulfil the minimum criteria prescribed herein, the Tenderer shall be disqualified. On such disqualification, the Financial Tender of such Tenderer will not be opened & will not be considered for further evaluation.

5.3 Though the Tenderer(s) fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria. If the Tenderer is a Consortium, then the entire Consortium shall be disqualified / rejected.

5.4 The Tenderer(s) are required to upload legible copies of documents provided at **Tech Form- 8** to support, demonstrate and substantiate the eligibility and qualification criteria provided in this Tender Document.

5.5 The Tenderer(s) should submit the qualification information in the format provided at **Tech Form- 3 and Tech Form-4**.

## 6. Cost of Tendering

6.1 The Tenderer(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, presentation, submission and processing of its tender, and the Licensor will in no case be responsible or liable in any manner for these costs, regardless of the conduct or outcome of the tender process.

6.2 All Tenderer(s) are required to register in Karnataka Public Procurement Portal. The Tenderer(s), who submit their Tender for this Services accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices of this Tender.

# B. The Tender Documents

## 7. Contents of Tender Documents

7.1 The tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents shall include:

1. Notice Inviting Tender;
2. Instruction to Tenderer(s) (ITT);
3. Form of License Agreement
4. General Conditions of License Agreement (GCLA);

5. Special Conditions of License Agreement (SCLA);
6. Schedules
    a. Schedule A: Scope of Services
    b. Schedule B: Breakdown of License Fee
    c. Schedule C: Notification of Award/Letter of Intent
    d. Schedule D: Schedule of License Fee Payment
    e. Schedule E: Tender Document, Any modification, addendum, corrigendum, pre-bid meeting proceedings.

7.2 The Tenderer(s) are expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in all respect will be at the Tenderer(s)' risk and may result in rejection of its Tender.

## 8. Amendment to Tender Documents

8.1 Before the deadline for submission of Tenders, the Licensor may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer(s), may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Licensor shall form part of the original Tender Document.

8.2 In order to allow prospective Tenderer(s), reasonable time, to take the amendment into account in preparing their Tenders, the deadline for the submission of Tenders as necessary may be extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

8.3 The Tenders responsibility is to check the Karnataka Public Procurement Portal for any corrigendum/addendum/Clarification.

## 9. Pre-Bid Meeting and Clarification of Tender Documents

9.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Licensor in writing or by email at the mailing address indicated in the Invitation for Tenders in the format provided below.

| Sl No | Tender Document reference (Section, Clause No and Page No) | Content of the Tender Document Clause | Points of Clarification Required |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

9.2 The Licensor will respond in writing to any request for clarification of the Tender Documents, which it receives not later than the Last Date, and time for receipt of queries specified in NIT. The Licensor's response will be uploaded in the Karnataka

Public Procurement Portal including a description of the enquiry but without identifying its source.

9.3 If the pre-bid meeting is to be held, the Tenderer(s) or his authorized representative are invited to attend a pre-bid meeting which will take place at the Venue and time as specified in the NIT.

9.4 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderer(s) may submit any queries in writing or by email at the mailing address, prior to the date of pre-bid meeting.

9.5 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the Karnataka Public Procurement Portal without delay. Any modification to the tender documents listed in Sub-Clause 7.1, which may become necessary as a result of the pre-bid meeting shall be made by the Licensor exclusively through the issue of an Addendum /Corrigendum/Clarification pursuant to Clause 8 and not through the minutes of the pre-bid meeting.

## C. Preparation of Tenders

### 10. Language of Tender

The Tender prepared by the Tenderer(s), as well as all correspondence and documents relating to the Tender exchanged by the Tenderer(s) and the Licensor, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer(s) may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

### 11. Tender Form

11.1 The Tender should submit the Technical and Financial Tenders in the Karnataka Public Procurement Portal comprising the following documents.

A- **Technical Tender documents** shall comprise of scanned copy of all pre-qualification information about the Tenderer(s) namely;

i. Letter of Tender in the format prescribed at **Tech Form- 1**. In the case of a Consortium, the Members should submit a Letter of Consortium as per the given format.;
ii. Details of Tenderer(s) in the format prescribed at **Tech Form - 2** along with supporting documents
iii. Technical Capacity of the Tenderer(s) in the format prescribed at **Tech Form - 3** along with supporting documents;
iv. Financial Capacity of the Tenderer(s) in the format prescribed at **Tech Form - 4** along with supporting documents;
v. Statement of Authorization of the Tender Document of the Tenderer(s) in the format prescribed at **Tech Form- 5**;

vi. Power of Attorney for Signing of Tender in the format prescribed at **Tech Form-6.** In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the given format;
vii. Undertaking of Tenderer(s)/Lead Member in the format prescribed at **Tech From - 7;**
viii. Checklist of Documents in the format prescribed at **Tech Form- 8**;
ix. Any other information considered relevant.

**Note**:

- Tenderer(s) shall not furnish the Financial Tender along with the Technical Tender.

B- **Financial Tender** shall comprise of the License Fee and shall be quoted by the Tenderer(s) for the whole services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal.

11.2 Financial Tenders are invited for the services based on the Highest License Fee per month ("**License Fee**") quoted by the Tenderer(s) for the license rights. Subject to the condition set forth in License Agreement, the License Fee shall be paid by the Licensee to the Licensor in accordance with the terms of the License Agreement throughout the License Period.

11.3 The Financial Tenders will be evaluated for undertaking the Project on the basis of the License Fee to be paid, commencing from the date of signing the License Agreement and thereon for rest of the License Period; as quoted by a Tenderer. The License Fee indicated in the Financial Tender shall be deemed as final and the Tenderer offering the Highest License Fee in Karnataka Public Procurement Portal to the Licensor shall be declared as the Successful Tenderer.

**Note:**

i. The Highest License Fee per month quoted shall constitute the sole criteria for evaluation of the Financial Tenders.

ii. No adjustment on License Fee quoted shall be made by the Tenderer on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the License Agreement.

iii. The License Fee quoted would be inclusive of all taxes, duties, charges and levies as applicable.

iv. The License Fee quoted by the Tenderer shall be inclusive of all relevant financial implications including inter-alia the nature of the Services to be delivered, location, site(s) of the delivery of Services, extant rules and regulations about taxes, duties, labour in India, overheads and incidental services for the whole services as described in Clause 1 of the ITT and GST.

v. The First License Fee should be paid on successful completion of the month i.e, on or before of 5$^{th}$ of next month. Subsequently, the escalation of 10% on License Fee shall be made every one year from the effective date of agreement

and Year and subsequently in the same manner during the extension of this License agreement, if any.

vi. The Licensee shall not be entitled to seek any decrease in License Fee, claim, damages, compensation or any other consideration from the Licensor on account of any reason.

vii. The Successful Tenderer before the date of signing of License Agreement, shall deposit through online payment methods like NEFT/ RTGS or Demand Draft drawn in favour of Chief Accounts Officer, BMTC payable Bengaluru, a sum as specified in Special Conditions of License Agreement as security deposit (the "**Security Deposit**").

viii. The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.

Although the software in the Karnataka Public Procurement Portal may convert the amount in numerical digits in Tenders to words, the Tenderer(s) are advised to ensure that there is no ambiguity in this regard. The rate or price quoted by the Tenderer(s) shall be inclusive of all taxes, duties, overheads and incidental services for the whole procurement as described in Clause 1 of the ITT.

***The specimen break-up of the Financial Tender is prescribed at FIN Form for calculation of the Financial Tender only. Tenderers are prohibited from submitting scanned copies of Financial Tender FIN Form on the Karnataka Procurement Portal. Submission of scanned copies of Financial Tender Forms with Technical Tender will lead to rejection of such Tenders.***

11.4 Tenders submitted by fax, e-mail or any other electronic modes other than through Karnataka Public Procurement Portal shall not be entertained and shall be rejected.

11.5 The Selected Tenderer shall be the Tenderer quoting the Highest License Fee per month. In this RFP, the term Highest Tenderer" shall mean the Tenderer who is offering the highest License Fee per month. Generally, the highest Tenderer shall be the Selected Tenderer.

## 12. Tender Currency

The Financial Tender should be quoted in Indian Rupees only. All payments shall be made in Indian Rupees.

## 13. Earnest Money Deposit (EMD)

13.1 The Tenderer(s) shall furnish, as part of his tender, an earnest money deposit (the "**EMD**") of INR.1,00,000/- (Rupees One Lakh only).

13.2 The EMD to be paid through online or offline modes shall be made on any of the following e-payment options:

**Online Payments:**

i. Debit Card,

ii. Credit Card,
iii. Internet Banking
iv. NEFT (National Electronic Fund Transfer)

**Offline Payments:**

i. Remittance at the Bank Counter using challan (ICICI Bank only)

13.3 The Licensor shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. For further details regarding e-payment, please refer to the Karnataka Public Procurement Portal.

13.4 Any Tender not accompanied by EMD and not secured as indicated in Sub-Clauses 13.1 shall be rejected as non-responsive.

13.5 The Earnest Money Deposit submitted through online or offline modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:

i. To the unsuccessful Tenderer(s), as promptly as possible and in any case within 30 (thirty) days from the date of declaration of successful Tenderer by the Licensor.
ii. To all Tenderers, within 15(fifteen) days in the event of cancellation of tender process.

13.6 Under the following conditions, the EMD shall be forfeited and the Tenderer(s) shall be debarred:

i. If Tenderer withdraws its tender during the period of tender validity specified in this Tender Document and or as extended by the mutual consent of the respective Tenderer and the Licensor; or
ii. If the successful Tenderer fails or refuses to:
    a. Produce the original documents for scrutiny; or
    b. Furnish Security Deposit in accordance with ITT Clause 31. Or
    c. Sign the License Agreement within the period specified in accordance with ITT Clause 30.3;
iii. In case a Tenderer is blacklisted or under order of debarment from participating in a Tender by the Licensor / Government.

13.7 The Earnest Money Deposit of the successful Tenderer will be adjusted towards Security Deposit and the Successful Tenderer shall deposit the balance amount of the Security Deposit within 14 (Fourteen) days of the receipt of LOA in accordance with ITT Clause 31.

## 14. Period of Validity of Tenders

14.1 The Tender shall remain valid for a period of 180 days from the last date of submission of Tender. The Tenderer(s) are not allowed to modify, vary, revoke or withdraw, their Tender during the original or extended validity period.

14.2 In case the last day on which the Tender are to remain valid falls on/subsequently declared holiday or closed day for the Licensor, the Tender Validity shall automatically deemed to be extended to the next working day.

14.3 A Tender valid for a shorter period than the period specified in Clause 14.1 above shall be rejected by the Licensor as non-responsive.

14.4 In exceptional circumstances, before the expiry of original validity period, the Licensor may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-mail or fax) through Karnataka Public Procurement Portal. The Earnest Money Deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money Deposit. A Tenderer granting the request will not be required or permitted to modify its Tender.

14.5 Tenderer(s) who agree to the extension of the period of validity of Tenders shall also extend the period of validity of the Earnest Money Deposit provided under ITT Clause 13 to cover the extended period of validity of their Tenders.

## D. Submission of Tenders

### 15. Format and Signing of Tender

15.1 The Tenderer(s) shall provide all the required information sought under this Tender Document. The Licensor will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Tenders shall be liable to rejection as non-responsive.

15.2 All the documents of the Tender(s) should be uploaded on the Karnataka Public Procurement Portal using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information’s Technology Act, 2000.

15.3 The documents to be submitted/uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the “Authorized Signatory”) of the Tenderer who shall also initial each page, in blue ink with stamp as an acceptance of the terms and conditions written therein. In case of printed and published Documents, only the cover page shall be initialled. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Tenderer(s) holding a Power of Attorney or the Board Resolution.

15.4 A copy of the Power of Attorney certified by the authorized signatory of the Tenderer(s) in the form specified in **Tech Form- 6**, as the case may be, should accompany the Tenders.

15.5 The Tenderer(s) shall submit the Technical and Financial Tenders through Karnataka Public Procurement Portal as specified in ITT Clause 11 above. After submission of Tenders, the system would generate a unique Tender identification number which is time stamped. This shall be treated as acknowledgment of Tender submission.

15.6 The Tenderer(s) must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Karnataka Public Procurement Portal. The Tenderer(s) shall settle clarifications and disputes if any,

regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk.

**16. Deadline for Submission of Tenders**

16.1 It shall be the responsibility of the Tenderer(s) to ensure that their Tender is submitted in the Karnataka Public Procurement Portal within the last date and time specified for the receipt of Tenders in complete manner. The Licensor will not be held responsible for technical glitches and internet connectivity issues confronted by Tenderer(s) in uploading their tender or for any failure on part of the Tenderer(s) to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

16.2 The last date and time for submission of tenders may be extended by amending the tender documents in accordance with ITT Clause 8 after giving adequate notice on the Karnataka Public Procurement Portal, in which case all rights and obligations of the Licensor and Tenderer(s) previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

**17. Late Tenders**

All Tenders are to be submitted on the Karnataka Public Procurement Portal within the last date and time indicated in the portal. Any late tenders will not be accepted either on Karnataka Public Procurement Portal or physically by the Licensor.

**18. Modification and Withdrawal of Tenders**

18.1 The Tenderer(s) may modify the contents of the Technical Tender or Financial Tender or withdraw its tender prior to deadline for submission of tenders in Karnataka Public Procurement Portal. For Tender modification, the Tender submitted by the Tenderer(s) within the last date and time for submission of Tender shall be considered as the Tender.

18.2 No tender may be modified subsequent to the deadline for submission of tenders.

18.3 The Tenderer(s) may withdraw his Tender by uploading their request before the last date and time of submission of Tenders. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the original period of tender validity or extended period in pursuant to ITT Clause 14. Withdrawal of a tender during this interval shall result in forfeiture of the Earnest Money Deposit of such Tenderer(s).

## E. Tender Opening and Evaluation of Tenders

## 19. Opening of Technical Tender

19.1 The Technical Tender shall be opened in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Tenderer(s). In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day.

19.2 List of submitted Tenders termed as RECEIVED and list of incomplete tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public Procurement Portal shall be opened. The name of the Tenderer(s) shall be published in the Karnataka Public Procurement Portal.

## 20. Confidential

20.1 The Licensor shall ensure the confidentiality of the process of tender evaluation until orders on the tenders are passed.

20.2 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations of award of License shall not be disclosed to Tenderer(s) or any other persons not officially concerned with such process until award of the successful Tenderer has been announced in the Karnataka Public Procurement Portal. Any effort by a Tenderer to influence, the Licensor in processing of Tenders or award decision may result in rejection of Tender.

## 21. Clarification of Tenders

21.1 During evaluation of tenders, the Licensor or the Tender Accepting Authority, or the Tender Scrutiny Committee may, at its discretion, seek bona fide clarifications from the Tenderer(s) relating to the Tenders submitted by them including the details of price. If the Tenderer(s) do not comply or respond by that date, the Licensor shall proceed with evaluation of such Tender(s) of Tenderer(s) based on the submissions made in their respective Tenders. The request for clarification and the response shall be in writing.

21.2 During the evaluation of tenders, the Licensor may at its discretion, seek justification for the License Fee quoted by the Tenderer(s) to assessing fulfilment of the required services. The Licensor shall not offer or permit any change in the price or substance of a Tender.

21.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Tenderer, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances.

## 22. Initial Examination of Tenders

22.1 The Licensor shall cause an initial examination of the Tenders submitted to determine their substantial responsiveness and following factors shall be considered, namely

i. Whether the Tenderer(s) meets the eligibility criteria laid down in the Tender Documents;
ii. Whether the crucial documents have been duly signed;
iii. Whether the requisite Earnest Money Deposit has been furnished;
iv. Whether the Tender is substantially responsive in terms with the Tender Documents without material deviation or reservation or inconsistent with the Licensor's right or Tenderer(s)' obligations under the License Agreement.

22.2 Tenders which on initial examination are found not to be substantially responsive under any of the clauses under Clause 22.1 above, may be rejected.

22.3 The Licensor/ Tender Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Tender, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

## 23. Evaluation of Technical Tender

23.1 The Tender Accepting Authority may constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in Clause 5 of this Tender Document.

23.2 Tenderer(s) whose Technical Tenders are adjudged as responsive in terms of Clause 22 and who fulfil the eligibility and qualification conditions in accordance with Clauses 4.2 and 5 will be declared as qualified Tenderer(s) ("**Qualified Tenderer(s)**"). If Tenderer(s) do not meet the minimum eligibility and qualification criteria prescribed in Clauses 4.2 and 5, such Tenderer shall be disqualified. The Financial Tenders of only the Qualified Tenderer(s) shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 24 below.

23.3 The list of Qualified Tenderer(s) and the date, time of opening of Financial Tender of Qualified Tenderer(s) shall be published by the Licensor in the Karnataka Public Procurement Portal.

23.4 After the evaluation of the Technical Tender is completed, the Licensor shall also notify the details of the Tenderer(s) whose tenders are considered as non-responsive and not qualified in the Karnataka Public Procurement Portal. It shall also be indicated that their Financial Tender will not be opened.

## 24. Opening and Evaluation of Financial Tender

24.1 Financial Tender of all the Qualified Tenderer(s) will be opened in the Karnataka Public Procurement Portal at the designated date and time notified or any amendment to that. If the specified date of Financial Tender opening is declared a holiday subsequently the Financial Tenders shall be opened at the appointed time on the next working day.

24.2 The Tenderer who has submitted the Highest monthly License fee in Karnataka Public Procurement Portal shall be determined as the highest Tenderer.

**25. Evaluation and Comparison of Tenders**

25.1 The Licensor may evaluate and compare the Tenders, which have been determined to be substantially responsive. No Tender will be considered if the complete requirements is not included in the Tender.

25.2 The evaluation of Tender and award of License shall be completed, as far as possible, within the period for which the Tenders are held valid. The Licensor shall seek extension of the validity of Tenders from the Tenderer(s) for the completion of evaluation. In case the evaluation of Tenders and award of License is not completed within the extended period, all the Tenders shall be deemed to have become invalid and fresh Tenders may be called for.

25.3 In the event In the event that two or more Tenderer(s) quote the same amount of License Fee (the **"Tie Tenderers"**), the licensor shall opt for negotiation and the tenderer quoting highest amount shall be declared as the Successful Tenderer.

**26. Contacting the Licensor**

26.1 The Tenderer(s) shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, the Licensor or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and if any attempt by the Tenderer to bring to bear extraneous pressures on the Licensor shall be sufficient reason to disqualify the Tenderer.

**27. Tenderer's Responsibility for Quotation**

Although the details presented in this Tender Document have been compiled with reasonable care, it is the Tenderer(s) responsibility to ensure that the information provided is adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of the Tender and during the period of Services as per the License Agreement. Tenderer(s) are responsible for the Tender submitted and no relief or consideration can be given for errors and omissions.

## F. Award of License

**28. Evaluation and Award of Tenders**

28.1 After evaluation of the Tenders pursuant to Clause 25 and subject to Clause 29 below, the License will be awarded to the successful Tenderer whose Tender has been determined to be substantially responsive and who has offered the Highest License Fee and has been determined as the highest evaluated tender.

28.2 The Letter of Allotment (LOA) shall be issued to the successful Tenderer. Before issuing such LOA, the Licensor will seek the Successful Tenderer to submit the originals of all such documents for verification whose scanned copies were submitted online along with the Technical Tender. If the Tenderer fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as corrupt and fraudulent practices_including misleading the Licensor and action shall be

initiated to blacklist/debar such Tenderer in accordance with the provisions of the KTTP Act & Rules and amendments thereto.

**29. Licensor's Right to Accept Any Tender and to Reject Any or All Tenders**

29.1 The Licensor reserves the right to accept or reject any Tender or all Tenders, and to annul the selection process and reject all Tenders at any time prior to the award of License, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Licensor's action and such action also caused to be published in the Karnataka Public Procurement Portal.

**30. Publication of Award and Signing of License**

30.1 The Tenderer whose Tender has been accepted will be notified by the Licensor prior to expiration of the Tender validity period through the Karnataka Public Procurement Portal and through email to the successful Tenderer. This Letter of Allotment (LOA) issued by the Licensor will state the sum that the Successful Tenderer will pay the Licensor in consideration of rights as prescribed in the License Agreement (hereinafter and in the License Agreement called the "**License Fee**"). The Successful Tenderer shall confirm acceptance by returning a signed copy of the Letter of Intent.

30.2 The notification of award will constitute the formation of the License Agreement.

30.3 The License Agreement provided in the tender documents, incorporating all agreed terms and conditions between the Licensor and the successful Tenderer, will be sent by the Licensor duly completed and the successful Tenderer will sign the Contract and deliver it to the Licensor along with the Security Deposit in accordance with Clause 32. In case the successful Tenderer is a Consortium, the Lead Member of the Consortium shall execute the Contract Agreement.

**31. Security Deposits**

31.1 Within 14 (Fourteen) days of the receipt of LOA from the Licensor and pursuant to ITT Clause 13.7, the successful Tenderer shall furnish the Security Deposit for the amount specified in accordance with the Special Conditions of License Agreement.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.3 or/and ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

**32. Corrupt or Fraudulent Practices**

32.1 As per the Government's policy, that Tenderer(s)/ Suppliers/ Licensees are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

(i) Defines, for the purposes of this provision, the terms set forth as follows

a. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the

procurement process or in contract execution; and

b. "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the Tenderer(s) either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;

(ii) In pursuance to this policy of Government, an action may be initiated by the Licensor to blacklist/debar the Tenderer(s) from participating in the Tender or executing the License Agreement if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, this contract in question in accordance with provisions of KTTP Act and Rules and amendments thereto.

## SECTION III: FORMATS FOR SUBMISSION OF TENDERS

### Tech Form – 1 Letter of Tender

*[To be submitted on the letterhead of the Tenderer]*

Dated:

To

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

**Sub**: **Tender for Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to Tenderer(s) (ITT).

2 I/ We acknowledge that the Licensor will be relying on the information provided in the Tender submitted by us and the documents accompanying the Tender for selection of the Licensee for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that in the last 2 (two) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

6 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt in according with Clause 4.1 of ITT.

7 I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer(s).

8 I/ We believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet the requirements as specified in the Tender Document.

9 In the event of me/ us being declared as the Successful Tenderer, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

10 I/ We have studied all the Tender Documents carefully and also are aware of the site where the services are required to be provided. I/ We understand that except to the extent as expressly set forth in the draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Licensor or in respect of any matter arising out of or relating to the selection process including the award of the License.

11 [I/ We offer an Earnest Money Deposit of [INR _____/-] (Rupees _____ Only) for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

12 The documents comprising the Tender, as specified in Clause 11.1 of the Tender Document, have been submitted in the manner set out in the Tender Document.

13 I/ We have been in similar business of operation and maintenance of toilets for at least 2 (two) Financial Years out of the last Five Financial Years preceding the Last Date for submission of Tenders.

14 I/ We do hereby confirm/ agree that we will pay (i) the minimum wages (minimum basic wages + minimum DA) to all the personnel engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract and the Karnataka Government Minimum Wages Act - 1948 & also as per any revisions made by the State Government from time to time. No illegal deductions shall be made by us from the remuneration payable.

15 ESI, PF (both Employer and Employee contributions) amounts will be remitted for total wages to be paid for all the respective personnel engaged for the above services.

16 I/We, the Licensee, will disburse the salary/wages to all the personnel engaged ONLY through nationalized banking channel to their respective accounts.

17 I/We will pay the previous month salary in full to the personnel deployed along with the statutory payments before 7$^{th}$ of every month.

18 The License Fee has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft License Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

19 I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

20 I/ We shall keep this offer valid for 180 (One Hundred Eighty) days from the last date of submission of Tenders as specified in the Tender Document.

21 I/ We certify that I/ We have not been blacklisted/debarred by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

22 I/ We, the undersigned, offer to provide the above services in accordance with your Tender Document dated [Date], and our Proposal (Technical Tender and Financial Tender).

23 I/ We hereby offer and agree to provide the aforementioned Service for License Fee as provided by us in the Karnataka Public Procurement Portal.

24 I/ We confirm that if I/ We am/are the successful Tenderer, then I/ We shall within 14 (Fourteen) days of receipt of the LOA from the Licensor, furnish the Security Deposit and License fee for the first month in accordance with Conditions of License Agreement.

25 I/ We agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

26 I/We shall comply with the all provisions of the below mentioned Acts and related rules and any other Act as applicable

a) Contract Labour (Regulation & Abolition) Act, 1970
b) The Employees' Compensation (Amendments) Act, 2000
c) Provision of Hours of Employment Regulation Act (to be checked as it is for railways)
d) Payment of Wages (Amendment) Act, 2005
e) The Factories (Amendment) Act, 1987
f) Employees Provident Fund & Miscellaneous Provisions Act, 1952
g) Payment of Bonus Act, 1965
h) Payment of Gratuity Act, 1972
i) The Equal Remuneration Act, 1976
j) The Employee State Insurance Act, 1948
k) Industrial Disputes Act, 1947
l) Child Labour (Prohibition & Regulation Act, 1986

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours

Faithfully,

Date: **(Signature of the**
**Authorised Signatory)**
Place: **Name and seal of Tenderer**

**Format for Letter of Consortium**

*[To be submitted on the letter head of the Lead Member (in case of Consortium only)]*

To

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

**Sub**: **Tender for Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru**

This has reference to the Tender Document no.___ dated ____ invited for the subject project. This is to confirm our exclusive association with M/s_____ *[Name of the Other Member of Consortium]* having its registered office at _____ for the same. We _____ [Name of the Lead Member] shall be the Lead Member of the Consortium and are authorised to receive all instructions and be accountable on behalf of the Consortium.

We also agree that both members of the Consortium shall be jointly and severally responsible for the execution of Project in case the project is awarded to the Consortium.

Thanking you,

Yours faithfully,

Signature, Name and Designation of the
Authorised Signatory

**Tech Form – 2 Details of the Tenderer**

*[To be submitted on the letter head of the Tenderer.*
*In case of Consortium, information to be provided separately for each member]*

1. **Tenderer Details**

   (a) Name:
   (b) Country of incorporation:
   (c) Corporate Identity Number:
   (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (f) Date of incorporation and/or commencement of business:

2. **Bank Details**

   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code

3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Licensor:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

5. Particulars of the Authorised Signatory of the Tenderer:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:
   (h) Mobile:

6. Taxation Registrations:

   (a) PAN number:
   (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
   (c) GSTIN number:……in Consignor and Consignee States
   (d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):……

7. The following information shall also be provided:

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1. | Has the Tenderer been blacklisted/barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender. | | |
| 2. | If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender. | | |

8. A statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

| Year | Name of Work/ Assignment | Name of Licensor with Contact details | Agreement No. and Date | Value of Agreement in INR | Date Completed | Nature of Litigation | Final Award |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |

9. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

**Note:**

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

**Signature of Tenderer with Date and Official Seal**

**(Name and Designation)**
**Duly authorized to sign the Tender on behalf of**
**(Name & address of the Tenderer and Seal of the Company**

**Tech Form – 3 Technical Capacity of the Tenderer**

*[To be submitted on the letter head of the Tenderer.*
*In case of Consortium, information to be provided separately for each member]*
*(Refer Clause 5.1 (A) of the ITT)*

| Sl No | Place of Service | Name, Address & Telephone No: of the Client | Details of the Licensor (Central Govt./State Govt./Semi Govt./PSU /private company) | Duration of Services Provided | | Description of Services Provided | Payment Mechanism* | Amount of Agreement (in INR Lakhs) |
|---|---|---|---|---|---|---|---|---|
| | | | | Start Date (Month/Year) | Completion Date (Month/Year) | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

*[Insert as many rows as required for accommodating the Client list*
**Please indicate the payment Mechanism for each client such as service fee, License Fee etc.]*

**Signature of Tenderer with Date and Official Seal**

**(Name and Designation)**
**Duly authorized to sign the Tender on behalf of**
**(Name & address of the Tenderer and Seal of the Company**

**General Instructions:**

1. The Service cited must comply with the eligibility criteria specified in Clause 5.1 (A) of the ITT.
2. Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in Clause 5.1 (A) of the ITT is required to submit the supporting documentary proofs as provided at **Tech Form- 8 for above details**.
3. The list above is indicative only, Tenderer(s) may attach more documents a required to showcase its past performance.

**Tech Form - 4 Financial Capacity of the Tenderer**

*[To be submitted on the letter head of the Tenderer.*
*In case of Consortium, information to be provided only of the Lead Member]*

*(Refer to Clause 5.1 (B) of the ITT)*

| **Turnover in (INR Cr.)** | | | | | |
|---|---|---|---|---|---|
| **FY 2019-20** | **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | **FY 2023-24** | *** Average Annual Turnover from FY_____ and FY_____** |
| | | | | | |

** Out of Five years, select two years from which the average annual turnover is INR 50 Fifty Lakhs or above.*

**Instructions**:

1. The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor / Chartered Accountant.
2. Annual Turnover = Annual Income as indicated in the audited annual financial statement
3. Along with the above format and information, the Tenderer(s) for demonstrating the Financial Capacity as provided in Clause 5 (B) of the ITT should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor / Chartered Accountant for Financial Capacity of the Tenderer in the following format.

**Format for Certificate from Statutory Auditor/ Chartered Accountant for Financial Capacity of the Tenderer**

*[To be submitted on the Letterhead of the Statutory Auditor/ Chartered Accountant]*

We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that the Average Annual Turnover from FY_____ and FY_____ in the last five completed financial Year is as follows:

| **Turnover in (INR Cr.)** | | | | | |
|---|---|---|---|---|---|
| **FY 2019-20** | **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | **FY 2023-24** | *** Average Annual Turnover from FY_____ and FY_____** |
| | | | | | |

This certificate is being issued to be produced before Chief Traffic Manager (Com), BMTC for the tender for Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru.

Place:
Date

Signature and Seal of the Statutory Auditor/Chartered Accountant clearly indicating his/her membership number

**Tech Form - 5 Statement of Authorization to submit Tender Document**

*[To be submitted on the letter head of the Tenderer.*
*In case of Consortium, to be submitted by the Lead Member only on the letter head]*

Ref. Date:

To,

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027

Dear Sir,

**Sub**: **Tender for Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru**

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that …….. (Insert individual's name) will act as our representative and has been duly authorized to submit the Tender Document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Signature, Name and Designation of the Authorized Signatory

For and on behalf of_____

**Tech Form – 6 Power of Attorney for Signing of Tender**

*[To be submitted by the Tenderer on Non-Judicial Stamp Paper of appropriate value*
*In case of Consortium, to be submitted by the Lead Member only]*

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for "**Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru"**, proposed by the Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation (the "**Licensor**") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's pre-bid conferences and providing information/responses to the Licensor, representing us in all matters before the Licensor, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Licensor in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the License Agreement with the Licensor.

AND
we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For_____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

*Notes:*
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

**Power of Attorney for Lead Member of Consortium**

*[To be executed and submitted by the member of the Consortium (in case of Consortium only) on Stamp paper of appropriate value)*

Whereas the Bengaluru Metropolitan Transport Corporation (**"Client"**) has invited Tenders from eligible parties for "**Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru"**, (the **"Project"**).

Whereas, ……., ……., and ……. (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Project,

AND
Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, Agreements and things as may be necessary in connection with the Consortium's Tender for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……., and M/s. ……. having our registered office at ……., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Service, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Agreements or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Tender[s] for the Project, including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Pre-bid conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Tender of the Consortium and generally to represent the Consortium in all its dealings with the Licensor, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Tender[s] for the Project and/ or upon award thereof till the License Agreement is entered into with the Licensor.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Agreements and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF …….2024

For ..... (Signature) ..... (Name & Title)
For ..... (Signature) ..... (Name & Title)

Witnesses:

.....
(Executants)
(To be executed by all the Members of the Consortium)

[Notarised]

***Notes:***
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Lead Member.*

**Tech Form – 7 Undertaking**

*[To be typed on the Tenderer(s) / Lead Member's Letter Head, duly signed & stamped]*

**Sub**: **Selection of Licensee for Operation and Maintenance of Toilet Complexes at Kalasipalya Bus Station, Bengaluru**

**UNDERTAKING**

I/ We_____ *[mention the name of the Tenderer / Lead Member of the Consortium]* do hereby confirm/agree the following points with reference to the above operation and maintenance of toilet complexes at Kalasipalya Bus Station, Bengaluru, if the Letter of Allotment is provided to us.

1. I/ We have visited the site(s) and have fully acquainted with the local situation regarding the factors pertaining to the scope of work in all respect before submitting the tender.

2. I/ We have carefully studied the conditions of tender document and License Agreement and any other document relating to this work and agree to execute the same accordingly.

3. I/ We solemnly pledge that I/ We shall be sincere in discharging my/our duties as responsible Licensee and carry out the scope of work within the prescribed time limit.

4. I/ We do hereby confirm/ agree that we will pay (i) the minimum wages (minimum basic wages + minimum DA) to all the personnel engaged by us under the License Agreement for this assignment as per the Karnataka Government Minimum Wages Act - 1948 & also as per any revisions made by the State Government from time to time. No illegal deductions shall be made by us from the remuneration payable.

5. I/We do hereby confirm that ESI and PF (both Employer and Employee contributions) amounts will be remitted for total wages to be paid as mentioned above and relevant challans shall be produced for all the respective personnel engaged for the above services whenever required by the Licensor or other relevant government authorities. I/We also confirm that we will disburse the salary/wages to all the personnel engaged under the License Agreement for this assignment ONLY through nationalized banking channel to their respective accounts.

6. I/We will pay the previous month salary in full to the personnel deployed under the Contract along with the statutory payments before 7$^{th}$ of every month and will not adjust any advance/ loan /training cost / accommodation cost / repayment due by the personnel deployed under the Contract to us.

Yours Faithfully,

Date: (Signature of the Authorised Signatory)

Place: Name and seal of Tenderer

**Tech Form – 8 Checklist of Documents**

*(Refer Clause 5.1 (A), 5.1 (B) and 11.1 of ITT)*

| Sl No | Reference Clause | Heading | Documentary Proofs | Submitted Yes/No |
|---|---|---|---|---|
| **1.** | 11.1 A | Technical Tender documents | Tech Form- 1,2, 3, 4, 5 6, 7 & 8 | |
| **2.** | 4.2 | Eligibility Criteria of the Tenderer | i. A **proprietorship firm** should furnish self-declaration or self-certificate supported by PAN in the proprietor name. Or<br>ii. A **company** should furnish copy of the certificate of incorporation and PAN. Or<br>iii. A **partnership firm** or a limited liability partnership firm should submit copy of registration certificate, PAN. Or<br>iv. A **registered society** should furnish a copy of PAN and registration certificate as a proof of identity**.** | |
| **3.** | 4.2 | Details of Registered/Branch Office of the Tenderer in Karnataka | Furnish a copy of a valid address viz., rental/lease agreement, telephone bills or any other documentary proof to substantiate the same. | |
| **4.** | 4.2 | If office of the Tenderer is incorporated outside Karnataka, | Furnish a copy of necessary permission/license to operate in Karnataka from the concerned authority | |
| **5.** | 4.2 | Details of Registration | Furnish a copy of the following valid registration certificate issued by the concerned authority<br>a. Registration with the Department of Labour.<br>b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.<br>c. Registration under Employees State Insurance Act, 1948.<br>d. Registration under the Goods and Service Tax (GST)<br>e. Registration under Professional Tax.<br>f. Registration under Shops and establishments Act, 1961.<br>g. Permanent Account Number (PAN) issued by the Board of Direct Taxes | |

| | | | | |
|---|---|---|---|---|
| | | | under the Income Tax Act, 1961.<br>Any other registration relevant to undertake this assignment applicable under law | |
| **6.** | 5.1 (A) | Technical Capacity Demonstration | Furnish a copy of the following documents<br>a) Work Order /Certificate from the Client in the format provided at **Tech Form- 3** | |
| **7.** | 5.1 (B) | Financial Capacity Demonstration | Furnish a copy of the following documents<br>a) Annual audited reports, balance sheets, financial statements for any 2 (two) years out of 5 (five) years preceding the last date for submission of Tenders. The financial statements shall:<br>i. Reflect the financial situation of the Tenderer;<br>ii. Be audited by a Statutory Auditor/ Chartered Accountant;<br>iii. Be complete, including all notes to the financial statements; and<br>iv. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).<br>b) Chartered Accountant/ Statutory Auditor's certificate certifying the average annual turnover for any two years out of the last five Financial Years in the format provided at **Tech Form-4**. | |
| **8.** | | All tech forms 1 to 8 and other supporting documents | All Tech Forms and other required supporting documents as mentioned in the tender document. | |

## Fin Form - Format for Financial Tender

*[Format **not** to be uploaded on Karnataka Public Procurement Portal]*

The Tenderer is required to submit the financial tender in terms of License Fee payable per month as described in Clause 11.1 of the ITT in the slot provided on the Karnataka Public Procurement Portal.

The break-up of the License fee payable per month shall be as below:

| SL No. | Particular | Amount (INR) |
|---|---|---|
| 1 | License Fee per month for Toilet Complex 1 | A |
| 2 | License Fee per month for Toilet Complex 2 | B |
| 3 | GST (@___) on A+B | C |
| 4 | **Total License Fee per month** | **A+B+C** |

**Note:**

1. GST shall be paid at the applicable rates.
2. For the purpose of evaluation the Total License Fee per month i.e., (**A+B+C**) quoted as per the above table by the Tenderer will be considered for the purpose of evaluation.
3. The License Fee quoted by the Tenderer shall be inclusive of all levies, taxes, duties, overheads and incidental services and including GST for the whole services as described in Clause 11.1 of the ITT.
4. The License Fee has to be quoted rounding off to nearest two decimal places only so as to match the total amount or closest to the total amount.
5. Submission of “Nil” or Negative License Fee shall be rejected as non-responsive.
6. Before submission of the Financial Tenders, the Tenderer should ensure that the License Fee quoted is correct and final. Any grievances at the later stage giving the reasons of typographical error etc. will not be entertained.
7. The License Fee quoted on the Karnataka Public Procurement Portal shall be final and the Licensor shall evaluate the Tenders accordingly.

**Note: The Financial Proposal form FIN FORM shall not be uploaded on the Karnataka Public Procurement portal. However, the same would need to be submitted by the Selected Tenderer to the Licensor on issue of LOA as this shall form a part of Schedule B of the License Agreement to be executed with the Licensor.**

## SECTION IV: GENERAL CONDITIONS OF LICENSE AGREEMENT (GCLA)

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**FORM OF LICENSE AGREEMENT**

This Agreement (hereinafter called the **"License Agreement"**) is made on the _____ day of the month of _____, 20___

BY AND BETWEEN

Bengaluru Metropolitan Transport Corporation having their office at Traffic & Transit Management Centre, K H Road, Shantinagar, Bengaluru - 560027 (hereinafter referred to as "BMTC" or "**Licensor**") represented by Chief Traffic Manager (Com) which shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

M/s. _____, having its registered office at _____ **OR** the Consortium of M/s. _____, having its registered office at _____ (Lead Member) M/s. _____, having its registered office at _____ (Other Member) [ in case of Consortium] (hereinafter referred to as **"Licensee")** represented by *[Name of the Authorized Signatory], [Designation]* which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and permitted assigns) of the OTHER PART;

(Licensor and Licensee are hereinafter collectively, as the context may permit, referred to as the "Parties" and individually as the "Party".)

WHEREAS

a. The Licensor has invited the Licensee to undertake operations and maintenance of toilet complexes at BMTC Bus Terminal area of Kalasipalya Bus Station, Bengaluru as defined in the General Conditions of License Agreement attached to this License Agreement (hereinafter called the "Services");
b. The Licensee, having represented to the Licensor that they have the required professional skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this License Agreement for a License Fee of INR.____/- ( Rupees _____Only) as set out in Schedule B (hereinafter called as the "License Fee");

**NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-**

**I. TERMS AND CONDITIONS:**

1. This contract period will be in force for **03 (three)** years from the **____** day of **_____**.

2. The said licensee is selected by the Licensor. The monthly license fee is subject to annual escalation by 10% over the existing license fee from January of every year till the end of the license period. However the first escalation in respect of new licensees selected in the middle of the year escalation will be calculated at rate equal to the number of months left from the month of commencement of license to the month of January at the rate of 1% of the initial license fee for every completed month of license period subjected to a maximum of 10%.

3. The Licensee deposited an EMD amount of Rs._____**(In words)** during the tender through NEFT accounted under BMTC receipt no**:** 00000 Dt: DD.MM.YYYY shall be treated as the part of Security Deposit. The balance Security Deposit of Rs._____ (In words) is paid through NEFT accounted under BMTC receipt no: 000000, Dt: DD.MM.YYYY. The Security Deposit will not carry any interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.

4. The details of the monthly license fee for every year payable by the licensee is as detailed below.

| Year | Period | License Fee Payable per month in Rs(Exc GST) |
|---|---|---|
| Beginning Year | DD.MM.YYYY to DD.MM.YYYY | |
| First Year | DD.MM.YYYY to DD.MM.YYYY | |
| Second Year | DD.MM.YYYY to DD.MM.YYYY | |
| Third Year | DD.MM.YYYY to DD.MM.YYYY | |

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form and be read and construed an integral part of this License Agreement:
   a. The General Conditions of License Agreement (hereinafter called "GCLA");
   b. The Special Conditions of License Agreement (hereinafter called "SCLA");
   c. The following Appendices:
      Schedule A: Scope of Services
      Schedule B: Breakdown of License Fee
      Schedule C: Notification of Award/Letter of Allotment
      Schedule D: Schedule of License Fee Payment
      Schedule E: Tender Document, Any modification, addendum, corrigendum, pre-bid meeting proceedings.

2. The mutual rights and obligations of the Licensor and the Licensee shall be as set forth in the License Agreement, in particular:

   a. The Licensee shall carry out the Services, make payments to the Licensor in accordance with the provisions of the License Agreement; and
   b. The Licensor shall provide all necessary support to the Licensee for providing the required Services in accordance with the provisions of this License Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first above written.

| | |
|---|---|
| FOR AND ON BEHALF OF BMTC | FOR AND ON BEHALF OF [NAME OF CONTRACTOR] |
| By | By |
| (Signature and Designation of the Authorized Representative of the Client) | (Signature and Designation of the Authorized Representative of the Contractor) |
| Witness | |
| Witness | |
| 1. | 1. |
| 2. | 2. |

## GENERAL CONDITIONS OF LICENSE AGREEMENT

## ARTICLE 1 – DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this License Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**"Affected Party"** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Clause 8.

**"Applicable Law"** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this License Agreement and applicable to the Project / the Parties in relation to the Project.

**"Applicable Permits"** means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the respective Parties under the Applicable Laws, in connection with the construction if any, operation & maintenance of the Project Facilities as the case may be, during the subsistence of this License Agreement.

**"Authorized Representatives"** means the officials of the Licensor and the Licensee authorised to take any action required or permitted to be taken, and any document required or permitted to be executed, under this License Agreement by the Licensor or the Licensee as specified in the Special Conditions of License Agreement.

**"Consortium"** means the entities constituting a consortium (the "Consortium") for the purposes of jointly executing the Project.

**"Due Date"** means the due date for payment of Fee as set out in Clause 7.1 of this License Agreement.

**"Effective Date"** means the date of signing of this License Agreement as specified in SCLA.

**"Emergency"** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facilities including the safety of the users thereof or which poses an immediate threat of material damage to the Project Facilities.

**"Encumbrance"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any

insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project or Project Facilities.

**"Expiry"** means expiry of this License Agreement by efflux of time at the end of License Period or Termination Date or until such extended period as specified in SCLA from the Effective Date, as the case may be**.**

"**Expiry Date**" means the date on which Expiry occurs.

**"Financial Year"** means the period commencing from April 1 of any given year to March 31 of the succeeding year.

**"Force Majeure"** or **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Article 8.

"**GCLA**" means these General Conditions of License Agreement.

**"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this License Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation & maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

**"Government Agency"** shall mean Government of India, Government of Karnataka or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Licensee, the Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Licensee under or pursuant to this License Agreement.

**"Lead Member"** means the Member of the Consortium who is authorised to receive all instructions and be accountable on behalf of the Consortium.

**"License"** shall have the meaning ascribed thereto in Clause 3.1 of this License Agreement

**"Licensee"** is the Successful Tenderer to whom the Licensor has provided rights to perform the scope of services in accordance with this License Agreement.

"**Licensor**" means Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, Bengaluru.

**"License Agreement"** means this agreement, the schedules, annexures hereto and includes any amendments hereto made in accordance with the provisions hereof.

"**License Fee"** shall have the meaning ascribed thereto in Clause 7.1 of this License Agreement

**"License Period"** means the period of this Agreement as described in Clause 3.2 of this License Agreement

**"Material Adverse Effect"** means a material adverse effect on (a) the ability of the Licensee to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this License Agreement and/or (b) the legality, validity, binding nature or enforceability of this License Agreement.

**"Material Breach"** means a breach by either Party of any of its obligations under this License Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure. Material Breach shall mean and include the following:

a. Failure by the Licensee to procure the requisite permits, approvals & insurance in accordance with this License Agreement;
b. Failure by the Licensee to submit the Security Deposit in accordance with the terms and conditions of this License Agreement;
c. Failure by the Licensee to comply with any instructions or orders of the Licensor made under this License Agreement;
d. The direct or indirect assignment of any rights, interest or obligations in this License Agreement, by the Licensee in violation of any terms of this License Agreement;
e. Failure by the Licensee to observe or perform any of the Licensee's undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this License Agreement resulting in Material Adverse Effect on the Project and which such Party have failed to cure.

**"Other Member"** means the other member of the Consortium.

**"Person"** shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, society, sole proprietorship, unincorporated organization, government or Government Agency or any other legal entity.

**"Project"** means and includes operation and maintenance of the toilet complexes and all activities incidental thereto in accordance with the terms and conditions of this License Agreement.

**"Project Facilities"** means the Toilet Complexes (Toilet Complex 1 and Toilet Complex 2) situated in the BMTC Bus Terminal area at the Kalasiplaya Bus Station, Bengaluru under this License agreement for operations and maintenance consistent with Good Industry Practice.

**"Rights"** shall have the meaning ascribed thereto in Clause 3.1 of this License Agreement.

"**SCLA**" means the Special Conditions of License Agreement by which these General Conditions of License Agreement may be amended or supplemented.

"**Security Deposit"** means a monetary guarantee to be furnished by the successful Tenderer or Licensee in the form prescribed for the due performance of the License Agreement.

**"Tax"** shall mean and include all taxes including State & Central Goods and Service tax, fees, cess, duties, levies that may be payable by the Licensee for execution of this License Agreement and during the License Period under Applicable Law.

**"Termination"** means early termination of this License Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this License Agreement but shall not, unless the context otherwise requires, include Expiry.

**"Termination Date"** means the date specified in the Termination Notice as the date on which Termination occurs.

**"Termination Notice"** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this License Agreement.

**"User Fee"** means the fee the Licensee is authorised by the Licensor to collect from the users of the Project Facilities as detailed in Schedule A

### 1.2 Interpretation

In interpreting the conditions in this License Agreement, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this License Agreement unless specifically defined. The documents forming part of the License Agreement shall be interpreted in the following order of priority:

a) This License Agreement along with Schedules as amended from time to time;
b) Financial Tender of the Selected Licensee ( refer Schedule B);
c) Letter of Allotment(refer Schedule C);
d) Schedule of License Fee Payment (refer Schedule D)
e) Tender Document with all Clarification/Corrigendum/Addendum to the Tender Document, if any ( refer Schedule E);

## ARTICLE 2 – SCOPE OF THE PROJECT

### 2.1 Scope of the Project

I. The scope of the Project (the **"Scope of the Project")** shall mean and include, during the License Period:

a) Execution of Project in accordance with the terms and conditions of this License Agreement;
b) Deploying Providing the required manpower to carrying out the Services in accordance with the provisions of this License Agreement;
c) Performance and fulfilment of all other obligations in accordance with the provisions of this License Agreement and matters incidental thereto or necessary for the performance of any or all obligations under this License Agreement and
d) Transfer of the Project Facilities in good operational conditions on the Expiry Date or the Termination Date as the case may be in accordance with the terms and conditions of this License Agreement.

II. The Scope of the Project of the Licensee is detailed in Schedule A of this License Agreement

## ARTICLE 3 – LICENSE

### 3.1 Grant of Rights

Subject to and in accordance with the terms and conditions set forth in this License Agreement, the Licensor hereby grants and authorizes the Licensee the right to carry out the operations and maintenance of the Project Facilities as per the provisions of this License Agreement and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this License Agreement ("**License**") and to hand back the Project Facilities in accordance with Article10 on the Expiry Date or the Termination Date as the case may be.

The Licensee shall not lease, mortgage, assign, transfer or create any lien or Encumbrance on the whole or any part of the Project Facilities.

### 3.2 License Period

The tenure of the License shall be for a period of as specified in SCLA commencing from Effective Date and ending on the Expiry Date ("the **License Period**").

Provided that in the event of Termination, the License Period shall mean and be limited to the period commencing from the Effective Date and ending with the Termination Date.

### 3.3 Acceptance of License

In consideration of the License, privileges and benefits conferred upon by the Licensor and other good and valuable consideration expressed herein, the Licensee hereby accepts the License, agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions of this License Agreement.

### 3.4 Access rights to the Licensor and others

(a) The Licensor shall, upon signing of this License Agreement provide access to Project Facilities to the Licensee free from the encumbrance for implementing the Project.

(b) The Licensee shall allow free access to the Project Facilities at all times for the authorized representatives of the Licensor, and for the persons duly authorized by any Government Instrumentality to inspect the Project Facilities and to investigate any matter within their authority, and upon reasonable notice, the Licensee shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

(c) The Licensee shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities is promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed by the Licensee affects the performance of any of its obligations hereunder, the Licensee shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

## ARTICLE 4 – PROJECT FACILITIES

### 4.1 Handover of Project Facilities

4.1.1 The Licensor shall immediately from the date of conducting joint inspection by both the Parties handover to the Licensee, on as-is-where-is basis, peaceful physical possession of the Project Facilities.

## ARTICLE 5 – OBLIGATIONS OF THE LICENSEE

In addition to and not in derogation or substitution of any of its other obligations under this License Agreement, the Licensee shall have the following obligations:

### 5.1 Security Deposit

5.1.1 The Licensee has furnished to the Licensor a Security Deposit for an amount stated in the SCLA of this License Agreement. The Licensor will refund the Security Deposit without any interest after deducting any amounts due to the Licensor by the Licensee on account of any default in payments at the end of 6 (six) months after the expiry of this License Agreement. The Licensee has to replenish Security Deposit every year considering the escalation of the License Fee every year over the previous year's License Fee on compounding basis. The Security Deposit shall be appropriated against breach of this License Agreement or for recovery of License Fee/Penalty. The balance remaining out of the Security Deposit shall be returned without interest to the Licensee at the end of 6 (six) months after the expiry of this License Agreement hereof.

5.1.2 The Licensor shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security Deposit as damages from the Licensee for following reasons other than default in payment of License Fee.

i. Upon occurrence of a Licensee's Event of Default.
ii. For recovery of License Fee in case of default in payment.
iii. For recovery of any amount imposed as a penalty by the Licensor for irregularities committed by the Licensee.
iv. For recovery of any amount, which the Licensor becomes liable to pay Third party because of any default of the Licensee or any of his servant/agent.
v. For recovery of any payment/fine made by the Licensor under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf due to any default of the Licensee's or any of his servant/agent.
vi. For recovery of any payment due to the personnel deployed under this License Agreement by the Licensee as per the agreed rates within the specified timelines.
vii. For recovery of any payment from Licensee due to the Licensor under this License Agreement.

5.1.3 If this License Agreement expires or is Terminated due to any event other than a Licensee Event of Default, the Security Deposit shall subject to the Licensor's right to receive amounts from the Licensee, if any, under this License Agreement, be duly

discharged and released to the Licensee without any interest at the end of 6 (six) months from the date of expiry of this License Agreement or Termination.

**5.2 Operation and Maintenance Obligations**

5.2.1 The Licensee shall operate, manage & maintain the Project Facilities entirely at its own cost as per Scope of Work set out at Schedule A of this License Agreement throughout the License Period. If the service level falls below the agreed minimum benchmark, it will be treated as an Event of Default by the Licensee and the Licensor may invoke the penalty clause or terminate the agreement as defined in the SCLA of this License Agreement.

5.2.2 The Licensor, acting reasonably and in accordance with the provisions of this License Agreement, determines that due to persistent breach of its obligations by the Licensee, the Licensor shall, without prejudice to and notwithstanding any other consequences provided therefore under this License Agreement, be entitled to terminate this License Agreement. For avoidance of doubt, persistent breach shall mean:

(i) Any breach of obligations by the Licensee which has not been remedied by the Licensee despite a Notice to Remedy in respect thereof issued by the Licensor;
(ii) Recurrence of a breach by the Licensee, during the pendency of Notice to Remedy by the Licensor requiring the Licensee to remedy a breach, and
(iii) Repeated occurrence of a breach, notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.

**5.3 General Obligations**

Subject to and on the terms and conditions of this License Agreement, the Licensee shall at its own cost and expense:

(a) Ensure that the Project Facilities are not used for any other activity/business not related to Project.
(b) Ensure no Prohibited Activities as per the prevailing Applicable Laws, rules and regulations shall be carried out.
(c) Obtain Applicable Permits that are deemed necessary for the Project and keep in force in conformity with the Applicable Laws.
(d) Pay all taxes, service charges and charges direct or indirect incidental thereof, including utility charges relating to the execution of the License Agreement and Operation & Maintenance of Project Facilities.
(e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this License Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project. The Licensee shall indemnify the Licensor against any claims, damages, expenses or losses in this regard and in no case the Licensor shall be treated as employer;
(f) Responsible for all the security, cleanliness and safety aspects of the Project Facilities throughout the License Period.
(g) Pay all utility charges (including electricity & water consumption or any other charges, if applicable) relating to the successful operation and maintenance of the Project Facilities.

### 5.4 Specific Obligations

(a) The License Fee for the first month should be paid in advance prior to execution of the License Agreement. The License Fee for the subsequent months shall be paid to the Licensor on or before 5th day of every next month throughout the License Period.

(b) The Licensee shall ensure that there will not be any employment of children during the License Period for the purpose of operation and maintenance of the Project Facilities or any work that deprives children of their childhood, interferes with their ability to attend regular school, and that is mentally, physically, socially or morally dangerous and harmful.

(c) The Licensee shall maintain and/or repair the Project Facilities or any part thereof in conformity with the operation & maintenance requirements of this License Agreement. The Licensee shall carry out repair, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

### 5.5 Insurance

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided in SCLA:

(a) **Evidence of Insurance**

The Licensee shall, from time to time, shall maintain insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance).

(b) **Validity of Insurance**

The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

### 5.6 No Breach of Obligations

The Licensee shall not be considered to be in breach of its obligations under this License Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this License Agreement is affected by or on account of any of the following:

i. Force Majeure Event, subject to Article 8.3 and
ii. The Licensor Event of Default.

## ARTICLE 6 – LICENSOR'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this License Agreement, the Licensor shall have the following obligations:

### 6.1 Specific Obligations

6.1.1 The Licensor shall provide in a timely manner all such authorizations which the Licensee may require or is obliged to seek from the Licensor under this License Agreement, in connection with implementation of the Project and the performance of its obligations.

6.1.2 The Licensor shall subsequent to conducting of joint inspection of Project Facilities by both the Parties hand over to the Licensee, on as-is-where-is basis, peaceful physical possession of the Project Facilities

### 6.2 General Obligations

6.2.1 The Licensor shall where appropriate provide necessary assistance to the Licensee in securing Applicable Permits.

6.2.2 Observe and comply with all its obligations set forth in this License Agreement.

6.2.3 The Licensor reserves the right to intervene at any point throughout the License Period for all administrative, operation and maintenance activities of the Project Facilities.

## ARTICLE 7 – FEE PAYMENT

### 7.1 License Fee

7.1.1 In consideration of the Rights hereby granted, the Licensee shall pay to the Licensor a License Fee as provided in SCLA ("**License Fee**") commencing from the Effective Date and thereon for rest of the License Period. The License Fee for the previous months shall be paid to the Licensor on or before 5th day (the "**Due Date**") of every subsequent month throughout the License Period.

7.1.2 The Licensee shall not be entitled to seek any reduction of License Fee, claim, damages, compensation or any other consideration from the Licensor on account of any reason.

7.1.3 Any delay in payment of the License Fee shall attract an interest for the delayed period at the rate of 18% (Eighteen per cent) per annum on the outstanding amount, which shall be due from the date of such payment till the amount is realized by the Licensor.

7.1.4 Any delay in payment of License Fee beyond a period of 90 (ninety) days from the due date of such payment, the Licensor shall be entitled to terminate this License Agreement and forfeit the Security Deposit and appropriate the Security Deposit amount, if subsisting.

### 7.2 Mode of Payment

The License Fee and any other payments to be made as per the terms of this License Agreement shall be paid by NEFT/ RTGS or Demand Draft drawn in favour of the Chief Accounts Officer, BMTC payable at Bengaluru and shall be sent sufficiently in advance to the address specified in SCLA so as to ensure realisation/ encashment thereof on or

before Due Date or through wire transfer to be made in in favour of the account details as specified in SCLA of this Licensee Agreement.

### 7.3 Penalties

The Licensee shall provide minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. In case of any default in providing minimum levels of service, a penalty shall be levied. The service performance requirements and the applicable penalties in case of any defaults are outlined in the SCLA. The amount towards penalties, if any shall be paid additionally along with the monthly License Fee by the Licensee. If the total amount due to the Licensor exceeds 3 (three) times the License Fee, the Licensor shall be entitled to terminate this License Agreement.

## ARTICLE 8 – FORCE MAJEURE

### 8.1 Force Majeure Event

Any of the which is beyond the control of the Party claiming to be affected thereby ("**Affected Party**") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this License Agreement, shall constitute Force Majeure Event. Such events may include but not limited to acts of the Licensor either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic, pandemic, quarantine restrictions and freight embargoes or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

### 8.2 Notification Procedure for Force Majeure Event

8.2.1 The Affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within Fifteen (15) days of such notice. Such dispute shall be dealt with in-accordance with the dispute resolution mechanism as set out in Article 11.

8.2.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days here of notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this License Agreement.

### 8.3 Termination Notice due to Force Majeure Event

In case of a Force Majeure Event, the Affected Party shall certify that this License Agreement has been frustrated and shall issue a Termination Notice setting out:

(a) In sufficient detail the underlying Force Majeure Event;

(b) An indicative Termination Date which shall be a date occurring not earlier than 30 (thirty) days from the date of occurrence of the Force Majeure Event;
(c) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby and
(d) Any other relevant information.

If the License Agreement is terminated due to Force Majeure, no Termination Payment shall be made by the Licensor to the Licensee. The Licensor shall however, release the Security Deposit after deducting such amounts due and recoverable (if any) by the Licensor. The Licensee shall be liable to pay the License Fee till the Termination Date.

### 8.4 Obligation of Parties

Following issue of Termination Notice by the Licensor, the Licensee shall promptly take all such steps as may be necessary or required to ensure that, the Project Facilities are handed back by the Licensee to the Licensor on the Termination Date free from all Encumbrance.

### 8.5 Termination Payment

8.5.1 If Termination is due to a Force Majeure Event, described under Clause 8.1, the Licensor shall release the Security Deposit to the Licensee, if subsisting, The Licensee shall hand over the Project Facilities to the Licensor free from encumbrances. In doing so, the Licensee shall make good any damages caused to the building, structures and site by resorting it to its original condition.

8.5.2 Save and except as expressly provided in this clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

8.5.3 Liability for other Losses, Damages etc.

The Licensor shall not be liable to the Licensee for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this License Agreement.

The Licensor to Licensee hereto shall not be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

## ARTICLE 9 – EVENTS OF DEFAULT AND TERMINATION

### 9.1 Events of Default

Event of Default means either Licensee Event of Default.

**(a) Licensee Event of Default**

Any of the following events shall constitute an event of default by the Licensee ("**Licensee Event of Default**") unless such event has occurred as a result of a Force Majeure Event or any governmental action for reasons other than any breach, default or lapse on the part of the Licensee:

(i) The Licensee failed to adhere Operations & Maintenance obligations towards the Project Facilities during the License Period.

(ii) The Licensee has failed to pay License Fee, penalty or any other dues payable to the Licensor in accordance with this License Agreement.

(iii) The Licensee is in Material Breach of any of its other obligations under this License Agreement on account of its own acts of omission or commission and the same has not been remedied for more than 30 (thirty) days;

(iv) Any representation made or warranty given by the Licensee under this License Agreement is found to be false or misleading;

(v) The Licensee has leased, mortgaged, assigned, transferred or created any lien or Encumbrance on the Project Facilities.

(vi) A resolution for voluntary winding up has been passed by the shareholders of the Licensee;

(vii) Any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this License Agreement.

(viii) The Licensee has abandoned or manifests intention to abandon operation & maintenance of the Project Facilities without the prior written consent of the Licensor.

(ix) The Licensee has unlawfully repudiated this License Agreement or has otherwise expressed an intention not to be bound by this License Agreement;

(x) If the Licensee fails to pay the necessary insurance premiums in terms of this License Agreement and thereby causes the insurance coverage to diminish, terminate or expire.

(xi) If the Licensee, is blacklisted/debarred under the KTPP Act and the Rules thereunder for corrupt or fraudulent practices in competing for or in executing the License Agreement.

For the purpose of this clause:

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and

**"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity , and includes collusive practice among Tenderer(s) either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Licensor of the benefits of free and open competition.

(xii) Non-payment of license fee by the Contractor for a consecutive three months or non-payment of arrears amount equivalent to three months license fee, the Licensor reserves the right to terminate the contract and the security deposit held in the Corporation shall be forfeited.

(xiii) The Licensee shall not reserve the right to terminate this License Agreement before the completion of 1(One) year from the Effective Date .

**9.2 Termination due to Event of Default**

**(a) Termination due Event of Default**

(i) The Licensor may terminate this License Agreement, by not less than 30 (thirty) days' written notice of termination to the Licensee, to be given after the occurrence of any of the events specified in Clause 9.1(a) duly mentioning the date of effect of termination unless the default has occurred as a result of Force Majeure.

(ii) Without prejudice to any other right or remedy under this License Agreement, upon the occurrence of Event of Default, the Licensor shall be entitled to terminate this License Agreement by issuing a Notice to the Licensee. .

**(b) Termination Notice**

If the Licensor having become entitled to do so decides to terminate this License Agreement pursuant to the preceding Clause 9.2 (a) it shall issue Termination Notice setting out:

(i) In sufficient detail the underlying Event of Default;
(ii) The Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
(iii) The estimated termination payment including the details of computation thereof; and,
(iv) Any other relevant information.

**(c) Obligation of Parties**

Following issue of Termination Notice by the Licensor, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

(i) Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities,
(ii) The termination payment, if any, payable by the Licensee in accordance with the following Clause 9.2 (e) is paid to the Licensor on the Termination Date and
(iii) The Project Facilities are handed over to the Licensor by the Licensee on the Termination Date free from any Encumbrance along with any payment that may be due by the Licensee to the Licensor.

**(d) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this License Agreement, if the Licensee, who has been served with the Termination Notice cures the underlying

Event of Default to the satisfaction of the Licensor at any time before the Termination Date, the Termination Notice may be withdrawn by the Licensor.

**(e) Termination Payments**

(i) Upon Termination of this License Agreement on account of Licensee's Event of Default, the Licensor shall be entitled to forfeit the Security Deposit amount immediately succeeding the Termination Date and appropriate the Security Deposit, if subsisting.

**(f) Rights of the Licensor on Termination**

i. Upon Termination of this License Agreement for any reason whatsoever, the Licensor have the power and authority to:
   (i) Enter upon and take possession and control of the Project Facilities forthwith;
   (ii) Prohibit the Licensee and any person claiming through or under the Licensee from entering upon/ dealing with the Project Facilities;
   (iii) The licensor reserve the right to terminate the agreement by giving one month notice to the Licensee.

ii. Notwithstanding anything contained in this License Agreement, the Licensor shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Project, and the handback of the Project Facilities by the Licensee to the Licensor shall be free from any such obligation.

## 9.3 Termination other than Event of Default / Force Majeure

a. Termination by Licensor: Licensor reserves the right to terminate the Licensee without giving any reasons, by giving one (1) month advance notice. SD shall be refunded after deducting dues, if any.
b. Termination by Licensee: Licensee may terminate the License by giving 3 months advance notice after completion of 1 year of License period. SD shall be refunded after deducting dues, if any.

## ARTICLE 10 – HAND BACK OF PROJECT FACILITIES

### 10.1 Ownership

Without prejudice and subject to this License Agreement, the ownership of the Project Facilities, including all improvements made therein by the Licensee, shall at all-time remain that of the Licensor.

### 10.2 Licensee's Obligations

(a) Upon the expiry of the License Period by efflux of time and in the normal course, the Licensee shall within 7 (seven) days from the Expiry Date, hand back the Project Facilities under this License Agreement to the Licensor in good operable condition.

(b) The Licensee shall take back all personnel deployed and material provided for carrying out the Services without causing any damage to the site, building or structure.

(c) In case of any deficiency noticed at the time of such handing over, the Licensee has to get it rectified at his own cost within 30 (thirty) days of such handing over otherwise the Licensor will get it rectified at the risk and cost of the Licensee.

(d) The Licensee hereby acknowledges the Licensor's rights specified in Clause 9.2 (f) enforceable against it upon Termination and its corresponding obligations arising therefrom. The Licensee undertakes to comply with and discharge promptly all such obligations.

## ARTICLE 11 – DISPUTE RESOLUTION

### 11.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes (the "Dispute") excluding the excepted matters specified in the SCLA arising out of or in connection with this License Agreement or its interpretation.

### 11.2 Dispute Settlement

i. In case of any dispute arising between the parties in respect of the interpretation or performance or termination of license or aggrieved by the any terms and conditions of the agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute and whose decision shall be final and conclusive.

ii. If the dispute is not settled amicably the aggrieved party shall approach the Arbitration and Conciliation Centre, Bengaluru under the Arbitration and Conciliation Act-1996 to resolve the dispute between the parties. The decision of Arbitrator shall be final and binding on both the parties.

iii. Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts.

### 11.3 Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute; the Parties shall continue to perform their respective obligations under this License Agreement without prejudice to a final adjustment in accordance with such award.

## ARTICLE 12 - REPRESENTATIONS AND WARRANTIES

### 12.1 Representations and Warranties of the Licensee

The Licensee represents and warrants to the Licensor that:

(a) It is duly organised, validly existing and in good standing under the laws of India;

(b) It has full power and authority to execute, deliver and perform its obligations under this License Agreement and to carry out the transactions contemplated hereby;

(c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this License Agreement;

(d) It has the financial standing and capacity to undertake the Project;

(e) this License Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(f) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

(g) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

(h) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

(i) Subject to receipt by the Licensor from the Licensee of any amount due under the provisions of this License Agreement, in the manner and to the extent provided for under the applicable provisions of this License Agreement all rights and interests of the Licensee in and to the Project Facilities shall pass to and vest in the Licensor on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Licensee or the Licensor;

(j) No representation or warranty by the Licensee contained herein or in any other document furnished by it to the Licensor or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(k) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Licensee to any person to procure the Project Rights.

(l) Without prejudice to any express provision contained in this License Agreement, the Licensee acknowledges that prior to the execution of this License Agreement, the Licensee has after a complete and careful examination made an independent evaluation of the Project Facilities, and the information provided by the Licensor, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations hereunder.

The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Licensor shall not be liable for the same in any manner whatsoever to the Licensee .

### 12.2 Representations and Warranties of the Licensor

The Licensor represents and warrants to the Licensee that:

(a) the Licensor has full power and authority to grant the Project Rights;

(b) the Licensor has taken all necessary action to authorise the execution, delivery and performance of this License Agreement;

(c) This License Agreement constitutes the Licensor's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(d) There are no suits or other legal proceedings pending or threatened against the Licensor in respect of the Project Facilities.

### 12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## ARTICLE 13 – MISCELLANEOUS

### 13.1 Assignment and Charges

(a) The Licensee shall not assign in favour of any person this License Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Licensor.

(b) The Licensee shall not create nor permit to subsist any Encumbrance over the Project & Project Facilities.

### 13.2 Governing Law and Jurisdiction

This License Agreement shall be governed by the laws of India. The Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this License Agreement.

### 13.3 Amendments

This License Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the License Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

### 13.4 Notices

Unless otherwise stated, notices to be given under this License Agreement including but not limited to a notice of waiver of any term, breach of any term of this License Agreement and termination of this License Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, Whatsapp, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth in SCLA.

### 13.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this License Agreement by the Licensor or the Licensee may be taken or executed by the officials specified in the SCLA.

### 13.6 Severability

If for any reason whatsoever any provision of this License Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this License Agreement or otherwise.

### 13.7 No Partnership

Nothing contained in this License Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

### 13.8 Language

All notices required to be given under this License Agreement and all communications, documentation and proceedings which are in any way relevant to this License Agreement shall be in writing and in English or Kannada language.

### 13.9 Exclusion of Implied Warranties etc.

This License Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

## SECTION V: SPECIAL CONDITIONS OF LICENSE AGREEMENT

### Supplements to Clauses in the General Conditions of License Agreement

The following SCLA are supplement to the GCLA and whenever there is a conflict, the provision herein shall prevail over those in the GCLA. The corresponding number of GCLA is given in the bracket.

| Clause Reference (GCLA) | Description |
|---|---|
| [1.1] | The Effective Date of the License Agreement shall be _____ *[Date of execution of* |

<table>
<tr><th>Clause Reference (GCLA)</th><th>Description</th></tr>
<tr><td></td><td>contract]</td></tr>
<tr><td>[3.2]</td><td>The License Period shall be for a period of 36 (thirty six) months from Effective Date unless extended by the Licensor for an additional period of upto maximum of 1 (One) year as per the discretion of Licensor.</td></tr>
<tr><td>[3.4]</td><td>The risks and the coverages shall be:<br>1. Third Party liability insurance, with a minimum coverage for the period of License[1];<br>2. Licensor’s liability and workers' compensation insurance in respect of the Personnel of the Licensee, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and<br>3. Professional liability insurance, with a minimum coverage equal to total agreement value for this assignment;</td></tr>
<tr><td>[5.1]</td><td>Security Deposit amount shall be 6 (six) times the License Fee quoted by the Licensee. The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS or Demand Draft drawn in favour of Chief Accounts Officer, BMTC, payable at Bengaluru.</td></tr>
<tr><td>[6.1]</td><td>The amount of License Fee is INR._____( Rupees _____ Only) as provided in Schedule B.</td></tr>
<tr><td>[7.1]</td><td>During the License Period, The License Fee payable shall be enhanced by 10% (Ten per cent) every Calendar Year. First such enhancement shall be calculated @1% (One per cent) per month for each completed month in the First Calendar Year from Effective Date subject to a maximum of 10%. Subsequent enhancements shall be made on the first day of the first month of each Calendar Year throughout the License Period.</td></tr>
<tr><td>[7.2]</td><td>RTGS/NEFT details<br>Account Name:<br>Name of Bank:<br>Branch:<br>IFSC Code:<br>MICR Code:</td></tr>
<tr><td>[7.3]</td><td>Penalties will be imposed on the Licensee for violation of terms and conditions of agreement as per the list given below. The Licensee shall pay the amount of penalty to the Licensor along with the monthly License Fee.<br><br><table><tr><th>.Sl No</th><th>Details</th><th>Penalty</th></tr></table></td></tr>
</table>

[1] Third Party liability insurance, with a minimum coverage of 10% of the total value of License Fee for the License Period

| Clause Reference (GCLA) | Description | | |
|---|---|---|---|
| | 1. | The Licensee shall be responsible for all the omissions and commissions of all the personnel deployed under this License Agreement | a. The Licensee shall be liable to compensate officers, staff or the department for any loss due to theft/pilferage/damage to the articles, equipment, fixtures, furniture etc., caused due to negligence, carelessness or any fault of his personnel.<br>b. Loss or damage shall be as assessed by the Bus Stand In-Charge of the Licensor and appropriately recovered from the Licensee by invoking the Security Deposit to the extent of damage assessed. In case the damage assessed is more than the value of Security Deposit, the Licensee shall be responsible for making such excess payment to the Licensor, else the Licensor reserves the right to terminate the License Agreement. |
| | 2. | Not Performing the work as per Scope of Work | a. Penalty of INR 500 per day for the first week and a penalty of INR.1000 per day for the second week.<br>a. If the non-performance as per Scope of Work continues for more than 15 (fifteen) days, the Licensor reserves the right to terminate the License Agreement and forfeit the Security Deposit. |
| | 3. | Quality of Work | a. If any work is not done at all or if the work done is not up to the mark as inspected and ascertained by the Bus Stand In-Charge of the Licensor, penalty shall be INR.100 per item of work.<br>b. If the personnel are not on time or not wearing uniforms or not in fit condition to do the work, they will be turned away from duty by the Bus Stand In-Charge of the Licensor and penalty of double the average daily wages will be imposed on the Licensee. Supervisor of the Licensee shall ensure that the housekeeping staff do not wander here and there or sit idle in groups and indulge in gossip/loud talk among themselves or with the personnel deployed of other service providers or departmental employees during working hours. Penalty of INR.500/- per incident shall be levied if such instances are found. |
| | 4. | Substitution of Personnel deployed | a. Licensee shall provide a substitute immediately in the event of any personnel leaving the job due to his/her personal |

| Clause Reference (GCLA) | Description | | |
|---|---|---|---|
| | | | reasons.<br>c. Delay by the Licensee in substituting the personnel immediately will attract a penalty @ INR.500/- per day per personnel. |
| | 5. | If the number of Personnel deployed are less than the requirement envisaged under this License Agreement. | a. Penalty @ INR.200/- (Rupees Two Hundred Only) per Personnel shall be charged.<br>b. If the absence or shortage of Personnel persists for more than 7 (seven) days in a month, then an additional penalty of INR.500 shall be charged per day per personnel of providing less Personnel.<br>b. If the absence or shortage of Personnel persists for more than 15 (fifteen) days in a month, the Licensor reserves the right to terminate the License Agreement and forfeit the Security Deposit. |
| | 6. | Not maintaining the statutory records, underpaying/not paying the personnel deployed under this License Agreement | a. First notice to rectify shall be issued to the Licensee.<br>c. If the breach persists for a period of 2 (two) months from the date of first notice, the Licensor reserves the right to terminate the License Agreement and forfeit the Security Deposit. |
| | 7. | Over charging of User Fee from users of Toilets | a. Penalty @ Rs.500 (Rupees Five Hundred only) per complaint upto 5 (five) complaints by commuters/users or/and as ascertained by Bus Stand In-charge.<br>b. Penalty @ Rs.1,000 (Rupees One Thousand only) per complaint for more than 5 (five) complaints by commuters/users or/and as ascertained by Bus Stand In-charge.<br>c. If the number of complaints exceeds beyond 25 (Twenty Five) in a year, the Licensor reserves the right to terminate the License Agreement and forfeit the Security Deposit. |
| | 8. | Any other complaint from commuters/ users apart from overcharging | a. Penalty @ Rs.200 (Rupees Two Hundred only) per instance based on complaint by commuters/users and as ascertained by Bus Stand In-charge.<br>b. If the number of such instances exceeds beyond 25 (Twenty Five) in a year, the Licensor reserves the right to terminate the |

| Clause Reference (GCLA) | Description |
|---|---|
| | License Agreement and forfeit the Security Deposit. |
| [13.7] | The addresses are:<br>**Licensor**<br>Chief Traffic Manager (Com)<br>Bengaluru Metropolitan Transport Corporation<br>Shanthinagar, Bengaluru, 560 027<br>Telephone: 080-22537575<br>Email: ctmc@mybmtc.com<br>**Licensee**<br>Name:<br>Designation:<br>Address:<br>Telex:<br>Mobile number*:<br>Email:<br>Notice shall be deemed to be effective as follows:<br>(a) In the case of personal delivery or registered mail, on delivery;<br>(b) In the case of telexes/e-mail, 24 hours following confirmed transmission<br>(c) In the case sent through Whatsapp to the above Mobile number or recent Mobile number provided by the contractor (change, if any). 24 hours following confirmed transmissions. |
| [13.8] | The Authorized Representatives are:<br>For the Licensor : Chief Traffic Manager (Com), BMTC<br>For the Licensee : _____ |

## SECTION VI: SCHEDULES

### Schedule A – Scope of Services

The services (the **"Services"**) to be provided by the Successful Tenderer/Licensee shall include all activities, physical or efforts, activities otherwise needed to be carried out, in order to comply with the conditions of this License Agreement, or with any other requirements of the same.

In particular, Licensee shall operate and maintain two Toilet Complexes (Toilet Complex 1 and Toilet Complex 2) in Kalasipalya Bus station including waste management and disposal, minor maintenance, general pest control and all related work required for the successful operation and maintenance of the Toilet Complexes throughout the License Period engaging trained manpower to the full satisfaction of the Licensor and other commuters/users of the toilet complexes at Kalasipalya Bus Station. Licensee shall also be responsible for operating and maintaining the Passenger Toilet blocks for which the Licensee is entitled to collect a user fee.

**1. User Fee for Maintenance of Passenger Toilet blocks**

1. The Licensee shall undertake Operation and maintenance of the Toilet Complexes for the Contract Period engaging suitable personnel as per the requirement of this Tender Document.
2. The Licensee shall be permitted to collect a User Fee of INR 5/- (Rupees Five only) per head from the users of the toilets in the Toilet Complexes, while urinal facility shall be provided free of charge

**2. Details of the Toilet Complexes**

There are two toilet complexes for general public/commuters in the BMTC Bus Terminal premises of Kalasipalya Bus Station. The details of the toilet complexes are as below:

**Toilet Complex – 1**

| **Gents** | | |
|---|---|---|
| **Sl.No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Closet (Indian Type) | 5 |
| 2 | Urinals | 12 |
| 3 | Hand Wash Basin | 5 |
| **Ladies Toilet** | | |
| **Sl.No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Closet (Indian Type) | 4 |
| 2 | Urinals | 2 |
| 3 | Hand Wash Basin | 4 |

| **Differently Abled** | | |
|---|---|---|
| 1 | Water Closet | -- |
| 2 | Hand Wash Basin | 1 |

**Toilet Complex – 2**

| **Gents** | | |
|---|---|---|
| **Sl.No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Closet (Indian Type) | 4 |
| 2 | Urinals | 7 |
| 3 | Hand Wash Basin | 4 |
| **Differently Abled Toilet** | | |
| **Sl.No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Closet (Indian Type) | 4 |
| 2 | Urinals | 3 |
| 3 | Hand Wash Basin | 6 |
| **Differently Abled** | | |
| 1 | Water Closet | 1 |
| 2 | Hand Wash Basin | 1 |

## 3. Personnel to be Employed

1. The Licensor shall employ the below mentioned personnel for operations and maintenance of the Toilet Complexes. The applicable wages payable as per Minimum Wages notified by Labour Department, Government of Karnataka from 1-04-2024 to 31-3-2025 is as detailed below:

| **Sl No** | **Category of Housekeeping/ Personnel** | **Minimum number of Personnel require** | **Basic + VDA per month per Personnel (as per Mini** | **Employers Contribution of PF per month per Personnel (in INR)** | **Employers Contribution of ESI, per month per Personnel (in INR)** | **Gross Remuneration per month per personnel (Column 4+5+6) (in** | **Employee Contribution of PF, for Remuneration per month per personnel** | **Employee Contribution of ESI per month per Personnel (in INR)** | **Total ESI and EPF to be paid per Personnel to the concerne** | **Net Remuneration payable to the Personnel per month (Column 7-** |
|---|---|---|---|---|---|---|---|---|---|---|

| | | | **mum Wages Act) (in INR)** | | | **INR** | **(in INR)** | | **d Authorities** | **10) (in INR** |
|---|---|---|---|---|---|---|---|---|---|---|
| **(1)** | **(2)** | **(3)** | **(4)** | **(5)** | **(6)** | **(7)** | **(8)** | **(9)** | **(10)** | **(11)** |
| 1 | Safai Karmachari | 10 | **21,252** | **2,013** | **797** | **24,062** | **1,800** | **159** | **4,769** | **19,293** |

2. The above table shows the minimum number of personnel required including the off relieving personnel and the minimum wages that shall be paid by the Licensor to such deployed personnel.
3. The Licensee shall provide only female cleaning staff in all the ladies toilets.
4. The wages provided in the above table are the Minimum Wage Rates fixed by the Government of Karnataka for the current year. The Licensor shall adhere to the same and any revisions made by Government of Karnataka from time to time during the Contract Period. However, the Contractor may pay any amount over and above the Minimum Wages notified by Labour Department, Government of Karnataka.
5. The Licensee should pay the remuneration provided in Column No.7 above to the deployed personnel without any variation before 7th of the succeeding month based on the monthly manual attendance register/bio metric statement. No illegal deductions are allowed. Any payments lesser than the amounts indicated in the above table or non-payment of the above amount to the deployed personnel shall be considered as breach of License Agreement by the Licensee.
6. The total ESI and EPF amount as mentioned in Column 10 should be paid by the Licensee with respect to the deployed personnel to the concerned authorities.
7. The Licensee shall install a face & finger reading biometric attendance instrument or any other electronic mechanism acceptable or manual registers to record the attendance of the Personnel and same shall be made available to the Licensor/Bus Stand In-Charge for inspection. All the manpower/ personnel deployed in the premises should mark their attendance in the attendance system so maintained.
8. The Licensee shall provide the required manpower to efficiently and effectively manage the Project Facilities. However, Licensee shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower, if required as per the requirement to fulfil the scope of work.
9. Police verification of the manpower deployed by the Licensee should be complete and must be shared with the Licensor upon request.
10. The Licensee shall be fully responsible for the conduct of their personnel. Any misconduct/ misbehaviour, found unacceptable because of security risks, incompetence etc. on the part of the personnel deployed by the Licensee will not be tolerated and such person will have to be replaced by the Licensee immediately at his own costs, with written intimation to the Licensor. The Licensor shall have a right to ask for the replacement of a personnel who is not found suitable for the work or adjudged

undesirable personnel.

11. Replacement of personnel deployed as required by the Licensor will be effected immediately by the Licensee. If the Licensee wishes to replace any of the personnel, the same shall be done with prior consultation of the Licensor. The full particulars of the personnel to be deployed by the Licensee including the names and address shall be furnished to the Licensor along with testimonials before they are actually deployed for the job as per the requirements.
12. Wherever required the Personnel shall be in proper uniform and shall carry Photo ID cards (information as in any Government ID card) to be issued by the Licensee showing the Licensee's logo, name, designation of the personnel, address of place of services, residential address, phone number and blood group details.
13. The Licensee will be required to provide an overall supervisor, for the entire facility who will be required to monitor the work of the cleaning staff, ensure cleanliness of the Project Facilities at all times, co-ordinate with multiple resources, designated engineers/Nodal department In-charge of the facility as well as supervisor of other facilities and to do all such things as required to manage the Project successfully
14. Licensee is responsible for offering one weekly off, rotation of personnel etc.
15. The Toilet complexes shall be operated 24/7 throughout the License period. Personnel posted by the Licensee have to work for a minimum time of 8 (Eight) Hours in a single shift. Normally they are expected to be present in

| **Sl No.** | **Shift** |
|---|---|
| 1 | 0600 Hrs – 1400 Hrs |
| 2 | 1400 Hrs – 2200 Hrs |

16. The personnel shall be responsible for completing 8 hours of work each day.
17. All personnel shall be provided weekly-offs on rotation basis.
18. The Licensee shall ensure that the work shall be carried out throughout the calendar year.

## 4. General Scope of Work

1. Preserving the Toilet Complex, its equipment and assets as per the satisfaction of the Licensor.
2. Supply of all cleaning materials and consumables for the cleaning purpose.
3. Cleaning and perfuming all toilets, wash basins, urinals at regular intervals (continuously) with detergents. This includes keeping air fresheners, naphthalene balls, etc. in urinals and toilets.
4. Routine maintenance including prompt repairs of breakage of flooring, cracks on walls and ceiling, concrete joints, electric fittings, lighting, sanitary fittings and signages.
5. Removal of all stains from the toilet floors, urinal walls, and other porcelain fittings in all the toilets and bathrooms.
6. Cleaning the drains, rain water drain, manholes using bleaching powder solution to keep them free from cockroaches and insects.
7. Periodical acid cleaning of toilets and buffing of vitrified floors.

8. Waste management and disposal
9. Pest Control.
10. The Licensee shall ensure that the toilets are cleaned and maintained in good condition to meet excellent standards on par with metro stations and airports.

**5. Cleaning of Toilets**

The Licensee shall

1. Display the Signboards regarding user fee in both English & Kannada languages.
2. All sanitary ware including sinks, hand wash basins, urinals, closet, western closet bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, tiled surfaces, splash backs etc. must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
3. Floors should be cleaned every day. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
4. Soap dispensers, if any, must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
5. All toilets should be kept fully stocked with supplies and should be made available at all times.
6. Perform routine cleaning of the internal and external areas of the Toilet Complexes in Kalasipalya Bus Station every day to meet the required service standards.
7. The Licensee shall report to the Licensor / Bus Stand In-Charge immediately in case of any defects, deterioration, or damage to the property at the facility as soon as they become aware of such defects in the course of their duties.
8. Dusting / cleaning of all floors, mats, scrubbing the wall tiles with sponge, removing debris, stains, cobwebs and marks.
9. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
10. Care is to be exercised to ensure passenger safety. Wet floors should be sign posted.
11. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
12. Stainless steel surfaces, if any must be treated with an appropriate cleaning and polishing agent.
13. The Licensee should take necessary steps to eradicate foul smell from the entire area at all times.
14. Eco-friendly products will only be permitted to be used for cleaning of the toilets.

**6. Waste Management:**

1. The Licensee shall provide and place foot operated waste collecting bins for wet, dry and

sanitary waste separately where ever required as per directions of the Licensor/Bus Stand In-Charge. The bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.

2. The Licensee shall ensure proper disposal of waste outside the premises as per the standards and directions provided by the Licensor//Bus Stand In-Charge.
3. The Licensee shall be primarily responsible in the management of wastes from restrooms including collection and storage. The Licensee shall be responsible for disposing the waste collected to BBMP on regular basis.

**7. General Pest Control:**

The Licensee shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

1. Disinfection Treatment

   Pest Covered: Ants, cockroaches, silverfish, spiders, bugs etc. The Licensee shall take the following control measures:

   a) Intensive / extensive spray with oil / water-based chemicals
   b) Frequency: Fortnightly as per the Licensor's schedule and need based

2. Rodent Control

   Pest Covered: Domestic Rodents.

   The Licensee shall take the following control measures:

   a) Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
   b) Trapping with lures
   c) Eliminating rats / mice with glue traps
   d) Frequency: Monthly as per Licensor's schedule and need based

3. Fly Control

   The Licensee shall take the following control measures:

   a) Sanitation
   b) Chemical control
   c) Frequency: Monthly as per Licensor schedule and need based

4. Mosquito Control

   The treatment will be carried out all over the premises and surrounding areas inside and outside. The Licensee shall take the following control measures:

   a) Residual Spot Spraying
   b) Frequency: Fortnightly as per Licensor schedule and need based

**8. Monitoring and Control:**

For better management and smooth services, the Licensee shall maintain a checklist covering cleaning and sanitation of toilets. This checklist is to be attached on the back of the

toilet door. It is to be updated and filled up by the employee of the Licensee on duty at regular intervals each time the toilet is cleaned.

## 9. Operation Services

1. Complaint registration and redressal mechanism should be in place and all the complaints to be resolved within two hours.
2. The Licensee shall ensure that day to day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs, repairs to faulty switches, etc. are attended under day-to-day service facilities. The cleaning of manholes shall always be done using appropriate equipment and machinery only.
3. The Licensee shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
4. The Licensee will be solely responsible for managing, supervising and coordinating for effective performance.
5. The Licensee shall at his own cost maintain / ensure
   - ✓ Replace the bulbs/ tubes, leaking taps in the Toilet Complexes.
   - ✓ Latches on all doors of the Toilet Complexes.
   - ✓ Maintain doors of the Toilet Complexes in good condition
   - ✓ Water supply at all times in the Toilet Complexes.
   - ✓ Repair/ replace the closets/pans in the Toilet Complexes.
   - ✓ Provide mugs, buckets and dustbins in the Toilet Complexes.
   - ✓ Transport collected garbage from the premises.
   - ✓ Display Signages.
   - ✓ Placing Naphthalene balls in all the urinals and washbasins at all times.
   - ✓ Cleaning of all Toilet Complexes with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints

However, the services described above shall not be deemed to be exhaustive and shall include all other services required to be performed by the Licensee for operating and maintaining the toilet complexes in accordance with highest Safety Standards and Good Industry Practices and delivering the Services as per the satisfaction of the Licensor.

## 10. Cleaning Frequency

The Licensee shall carry out the cleaning and other connected operations at daily/ weekly/ fortnightly/ monthly frequencies as enumerated below.

### A. Daily Operations:

a) Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings

b) Cleaning of toilets shall include toilet floor, wash basins, commodes, urinals, mirrors, fixtures, closets, taps etc. with good quality disinfectants thrice a day.

c) Clearing and cleaning of dust bins atleast twice a day and washing of dust bins, if necessary. For this purpose, maintain wet, dry and sanitary waste collection bins separately as required under municipal regulations at appropriate places.

d) Any other specific jobs assigned from time to time connected with toilet complexes.

**B. Weekly Operations:**

a) Deep cleaning, acid wash, sweeping, washing, mopping with disinfectant cleaners of floors, and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs etc.

b) Thorough cleaning of, doors / knobs and window glasses/grills with soap water.

c) Cleaning of all windows glasses and grills with detergents / cleaning agents.

d) Washing of inside and outside area with High Pressure Jet Machine.

e) Thorough washing of all toilets with chemicals, acids, detergents etc.

f) Removing of cobwebs.

g) Dusting and cleaning of electrical fixtures like tube light fittings, ceiling and exhaust fans.

**C. Fortnightly Operations:**

a) Spraying of disinfectants in and around the toilets

b) Removing of stains and spills on the floors and walls with suitable solvents.

**D. Monthly Operations:**

a) Removing accumulated stains at the edges of the walls.

b) Removing cobwebs etc., from internal and external part of the toilet complexes.

c) Cleaning of terrace of the toilet complexes.

d) Cleaning of overhead tanks atleast once in three months and disinfect the same.

**11. No-smoking zone:**

With a view to avoid chances of urinals and drainage system getting clogged with cigarette butts, the Licensee would ensure that toilet complexes are operated as a no-smoking zone. Proper signages should be displayed to prohibit smoking in the complexes.

**12. BMTC during the agreement period shall provide;**

Water and electricity will be provided by BMTC for Public Toilets on availability and on chargeable basis. If BMTC cannot provide water. The Licensee shall pay all charges towards consumption of electricity and water for operating the Toilet Complexes as may be billed and notified by Licensor or concerned Authority. Such charges shall be paid promptly within the due dates. If BMTC cannot provide water. The Licensee shall make his own arrangement for water for public toilets and in such cases Licensee is exempted from paying water bill.

**13. During Work Evaluation in public Toilets, the following shall be necessarily checked:**

- Availability of water
- Leaking taps
- Doors
- Lights in working condition
- Availability of buckets and mugs
- Exhaust fans in working condition
- No foul smell to be emanating
- Clean floors

**14. Other Conditions:**

1. Licensee shall not conduct or permit to conduct any other business in the space earmarked for Pay & Use Toilet facility for the public.
2. The Licensee and its/ his/ her employees shall have to take all required precautions to see that none of their actions within the earmarked space shall amount to violation of terms and conditions of the License Agreement, any rules and regulations of the Licensor or law or cause any nuisance or annoyance or inconvenience to others, passengers, BMTC staff and their operations.
3. The Licensee shall not make or permit under any circumstance, any alteration or additions to the earmarked space without obtaining prior written consent of Licensor. If the Licensee is permitted to make any alterations or additions, it/ he/ she shall not be entitled to any compensation thereof. Similarly, the Licensee shall remove all such permitted alterations/ additions, if directed by Licensor, at its/ his/ her own cost on the expiry/ termination of Contract and handover the possession of the space earmarked for Pay & Use Toilet facilities to Licensor in the same manner as it was handed over to it/ him/ her.
4. The Licensee is prevented from keeping or storing in or upon the space/ premises, petrol or any other goods of combustible, hazardous or explosive nature or goods/ items not permitted under law.
5. The Licensee shall not cause or permit to do any act, which in the opinion of Licensor, would disfigure and/ or damage the stability, life and strength of the building.
6. The Licensee shall always keep the exterior and the interiors in good and tenable condition.
7. The Licensee shall permit the Licensor, Bus Stand In-Charge or any authorised officers of the Licensor to enter the Toilet Complexes and inspect the conditions thereto and do the necessary work and repairs at all reasonable times at the cost of the Licensee, if the same are found not to be done due to the acts or omission of the Licensee or his employees, personnel, etc.
8. The Licensee shall not use prohibited items and shall always try to have Eco-friendly measures adopted for the upkeep of the Toilet complexes.

9. All the facilities should function 1st and 2nd shift and 7 days a week continuously.
10. Notice should be affixed at conspicuous places near the toilet facilities depicting the rates as fixed along with the name of the Licensee. The Licensee shall not charge any amounts other than the rates fixed for the purpose from the users of the facility.
11. It shall be absolutely be the duty of the Licensee to ensure that the persons employed by him are doing their work with proper safety measures, which are to be provided by the Licensee.
12. It shall be the duty of the Licensee to ensure that the persons employed by him are not under the influence of alcohol or drugs at the time of work and to ensure that the persons employed by him are obeying the orders given to them.
13. The Licensee shall not erect or display any advertisement or signboards in the Toilet complexes and its premises.
14. The personnel deployed for carrying out the scope shall be medically and physically fit to perform the cleaning service and the Licensee shall produce a Fitness Certificate to this effect from the Medical Officer.
15. The Licensee shall be allowed to plant flowering and other shrubs around each toilet complexes subject to the approval by the Licensor.

**Schedule B – Breakdown of License Fee (Form Fin 1)**

**Schedule C - Notification of Award/Letter of Allotment**

## Schedule D – Schedule of License Fee Payment

**Schedule E - Tender Document, Addendum, Corrigendum and Pre-Bid Meeting Proceedings to be enclosed**